



**BOARD OF DIRECTORS MEETING
TO BE HELD
May 9th, 2022, at 11:00 a.m.
Via Zoom**

NOTICE & PROPOSED AGENDA

Please Note: Due to COVID-19, the Board of Directors meeting will be held by Zoom Conference.

Please sign in at

(Meeting ID: 893 0119 9904) or call by phone at 312-626-6799,

TAKE NOTICE that on May 9th, 2022, at 11:00 a.m. via Zoom, the Grove Community Improvement District (the "District") will hold its public Monthly Meeting to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. Call to Order
2. Approval of Previous Minutes
3. Chairs Report & Announcement of the Order of Business
4. Public Comments & Questions (limited to 5 minutes per speaker)
 - a. Scott Siekert: 4210 & 4216 Manchester Ave
5. Committee Reports:
 - a. Safety and Security Committee (Kelly Spencer)
 - b. Executive & Finance Committees (Matt Bauer)
 - i. Financial Reports
 - ii. Grove Sponsorship – Approval
 - c. Marketing Committee (Tatyana Telnikova)
 - i. Explore St. Louis - Approval
 - d. Public Service Committee (Guy Slay)
 - i. ATBM Contract – Approval
 - ii. Zimmerman Electric – Approval
6. Administrator's Report
 - a. Sales Tax Analysis Report
 - b. Grove Expansion
 - c. Grove Assessment Renewal
7. Other Business

This meeting is open to the public; provided, however, that a portion of the meeting may be closed pursuant to Section 610.021 RSMo with explicit notice of the reason for closure.

Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314)535-5311.

DATE POSTED: 5/5/2022

Time: 11:00 AM

• The Grove Community Improvement District •

4512 Manchester #100 Saint Louis, MO 63110

(314) 535-5311

<http://www.thegrovestl.com/>

Grove CID Board of Director Meeting
April 11, 2022, at 11:00 AM
at 4512 Manchester, St. Louis, MO 63110

Board Members Present: K. Kenter, K. Spencer, F. Mohammad, T. Telnikova, N. Griffin, D. Bellon, Guy Slay, S. Myers, M. Bauer,

Board Members Absent: C. Schloss,

Others in Attendance: Alderwoman Tina Pihl (St. Louis City), Ashley Johnson, Annette Pendilton (Park Central Development), Kim Jane (Public)

- 1. Call to Order:** K. Kenter called the meeting to order at 11:05 AM.
- 2. Approval Pervious Months Minutes:** T. Telnikova motioned to approve the meeting minutes; K. Spencer seconded the motion. All in favor, motion approved.
- 3. Chairs Report & Announcement of the Order of Business:** None.
- 4. Public Comments and Questions:** Kim Jane shared she is a neighborhood resident and would like to have more communication and assistance from the CID. K. Kenter noted that he will reach out to help connect her to resources.
- 5. Committee Reports:**
 - a. Safety and Security Committee:
 - i. K. Spencer gave an update on the Patrol Management RFP. The Executive Committee voted to accept both the Patrol Management and the Patrol Services proposals. This doesn't mean the committee is accepting their contract. The Committee only wants to move to negotiations. T. Telnikova suggested hiring someone to do administrative services rather than hiring a patrol management company. K. Spencer noted they are moving through the process and is exploring all options.
 - b. Executive & Finance Committee:
 - i. Financial Reports: M. Bauer gave the financial report. K. Spencer motioned to approve the financials; N. Griffin seconded the motion. All in favor, motion approved.
 - ii. 2023 Budget Draft: K. Kenter reviewed the 2023 projected budget. He noted that special assessment might not be approved and asked the board if they should remove the \$90,000 from the budget. Upon discussion, the board agreed to keep it there. M. Bauer requested a long-term trend report of sales taxes.
- 6. Administrator's Report:**
 - a. Grove Sponsorship: T. Telnikova gave an update on the Manchester Bike Bash sponsorship. K. Kenter noted that Executive Committee recommended approving the \$6,000 sponsorship request. D. Bellon motioned to approve the \$6,000 sponsorship request for the Manchester Bike Bash; K. Kenter seconded the motion. All in favor, motion approved. T. Telnikova also noted she is requesting another \$10,000 sponsorship for Night Pride. Upon discussion, K. Kenter noted that they must respect the process and the request will need to be presented accordingly.
 - b. Expiring Board Seats: A. Johnson gave an update on board seats set to expired June 30th. K. Spencer asked the Alderwoman Tina why they haven't gotten their last board slate

approved. The Alderwoman noted that she will get back to the board by the next board meeting. K. Spencer also asked the Alderwoman if she could give them an update on the criminal incident that took place on Gibson. The Alderwoman noted that she is keeping tabs on the issue and is being updated by Captain Marks.

7. Adjournment: Meeting adjourned at 12:00 PM

DRAFT

RETAIL & RESIDENTIAL PROJECT

4210 & 4216 MANCHESTER AVENUE, ST. LOUIS, MO 63110

DRAWING NUMBER

04

SEAL

COMMERCIAL
APARTMENTS

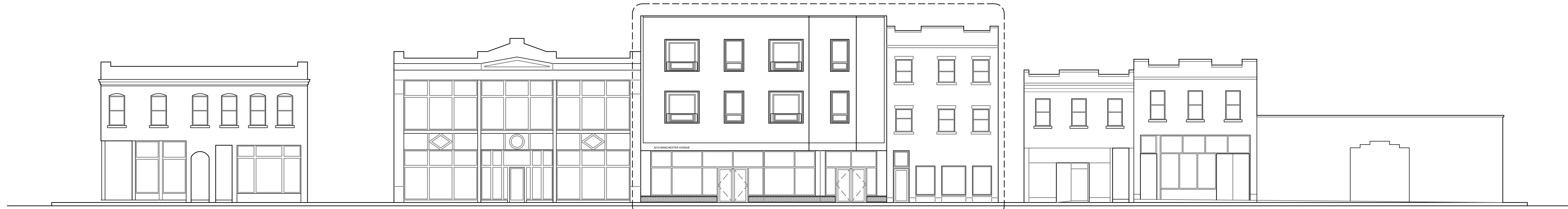
4210 & 4216 Manchester Avenue
St. Louis, Missouri 63110

SCOTT SIEKERT DESIGN LLC

4366 VISTA AVENUE
ST. LOUIS, MO 63110
215-828-6175

CONDITION OF USE

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4210 MANCHESTER
New Construction

4216 MANCHESTER
Renovation & Addition

ELEVATION RENDERING



DRAWING ISSUE

DRAWN BY SHS	CHECKED BY
PROJECT	SCALE VARIES

DRAWING TITLE

SITE
ELEVATION

DRAWING NUMBER

04

The Grove Community Improvement District

05/02/22

Balance Sheet

Accrual Basis

As of April 30, 2022

	<u>Apr 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1072 · Bill.com Money Out Clearing	-6,531.25
Operating (9310)	82,346.30
Sales and Use Tax (0668)	367,984.16
Total Checking/Savings	<u>443,799.21</u>
Total Current Assets	443,799.21
Fixed Assets	
Accumulated Amort-Intangible As	-11,775.00
Intangible Assets	11,775.00
Total Fixed Assets	<u>0.00</u>
TOTAL ASSETS	<u>443,799.21</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-10,317.36
Total Accounts Payable	<u>-10,317.36</u>
Total Current Liabilities	<u>-10,317.36</u>
Total Liabilities	-10,317.36
Equity	
30000 · Opening Balance Equity	5,620.00
32000 · Retained Earnings	290,267.99
Net Income	158,228.58
Total Equity	<u>454,116.57</u>
TOTAL LIABILITIES & EQUITY	<u>443,799.21</u>

The Grove Community Improvement District
Profit & Loss Budget Performance
 April 2022

	<u>Apr 22</u>	<u>Jul '21 - Apr 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense				
Income				
40000 · Revenue				
46400 · Reserves	0.00	0.00	172,500.00	207,000.00
46430 · Miscellaneous Revenue	0.00	3,126.45		
41000 · Parking Lot Revenue	0.00	585.00		
40150 · Special Assessments	0.00	108,613.67	93,000.00	93,000.00
40100 · CID 1% Sales and Use Tax	29,327.53	337,356.18	166,666.66	200,000.00
2015 Special Assessments	0.00	844.64		
40200 · Interest Earnings	14.88	113.47		
Total 40000 · Revenue	<u>29,342.41</u>	<u>450,639.41</u>	<u>432,166.66</u>	<u>500,000.00</u>
Total Income	<u>29,342.41</u>	<u>450,639.41</u>	<u>432,166.66</u>	<u>500,000.00</u>
Gross Profit	29,342.41	450,639.41	432,166.66	500,000.00
Expense				
60270 · Sponsorships	0.00	54,500.00	33,333.34	40,000.00
60100 · Administrative Support				
60110 · Administration-Park Central				
60110-A · Special Assignments	0.00	10,000.00	10,000.00	10,000.00
60110 · Administration-Park Central - Other	12,670.00	50,680.00	38,010.00	50,680.00
Total 60110 · Administration-Park Central	<u>12,670.00</u>	<u>60,680.00</u>	<u>48,010.00</u>	<u>60,680.00</u>
60135 · General Liability Insurance	0.00	19,527.55	20,000.00	20,000.00
60140 · Audit Services	0.00	16,000.00	4,000.00	4,000.00
60130 · Directors & Officers Insurance	815.00	815.00	814.00	814.00
60170 · Storage Facility	52.66	526.60	583.30	699.96
60150 · Legal Services	373.50	4,583.00	2,500.00	3,000.00
60165 · Miscellaneous	0.00	2,640.00		
60115 · Postage/Office Supplies	0.00	47.80	208.34	250.00
Total 60100 · Administrative Support	<u>13,911.16</u>	<u>104,819.95</u>	<u>76,115.64</u>	<u>89,443.96</u>
60400 · Public Services				
60410 · Litter Control	3,300.00	37,983.40	32,666.68	39,200.00
60420 · Landscaping	0.00	3,095.00	5,876.00	5,876.00
Total 60400 · Public Services	<u>3,300.00</u>	<u>41,078.40</u>	<u>38,542.68</u>	<u>45,076.00</u>
60200 · Marketing				
60210 · Advertising	0.00	0.00	3,333.34	4,000.00
60215 · Promotional Materials	150.00	7,319.00	1,250.00	1,500.00
60220 · Website & Design Services	0.00	7,143.88	3,891.68	4,670.00
Total 60200 · Marketing	<u>150.00</u>	<u>14,462.88</u>	<u>8,475.02</u>	<u>10,170.00</u>
60300 · Public Improvements				
60315 · Street Lighting Impr-Electricit	322.96	3,848.02	5,000.00	6,000.00
60325 · Holiday Decorations	0.00	0.00	3,500.00	3,500.00
60310 · Grove Signs Electricity	173.14	1,881.45	1,500.00	1,800.00
60320 · Grove Signs Repairs & Mnt	0.00	4,185.00	95,000.00	114,000.00
Total 60300 · Public Improvements	<u>496.10</u>	<u>9,914.47</u>	<u>105,000.00</u>	<u>125,300.00</u>
60500 · Security & Public Safety				
60510 · Administration-Security	0.00	8,250.00	27,500.00	33,000.00

The Grove Community Improvement District
Profit & Loss Budget Performance
 April 2022

	<u>Apr 22</u>	<u>Jul '21 - Apr 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
60530 · Thursday Security Patrols	0.00	8,742.50	34,800.00	41,760.00
60531 · Friday Security Patrols	0.00	13,850.00	34,800.00	41,760.00
60532 · Saturday Security Patrols	0.00	14,228.88	34,800.00	41,760.00
60533 · Sunday Security Patrols	0.00	4,080.00	11,600.00	13,920.00
60534 · Other Security Patrols	11,993.75	18,483.75	14,625.00	17,550.00
Total 60500 · Security & Public Safety	<u>11,993.75</u>	<u>67,635.13</u>	<u>158,125.00</u>	<u>189,750.00</u>
Total Expense	<u>29,851.01</u>	<u>292,410.83</u>	<u>419,591.68</u>	<u>499,739.96</u>
Net Ordinary Income	<u>-508.60</u>	<u>158,228.58</u>	<u>12,574.98</u>	<u>260.04</u>
Net Income	<u>-508.60</u>	<u>158,228.58</u>	<u>12,574.98</u>	<u>260.04</u>

The Grove Community Improvement District Transaction List by Vendor April 2022

Date	Num	Memo	Amount
A T Building Maintenance/Anthony Trotter			
04/04/2022	1348	Street Cleaning/	-3,300.00
Ameren Missouri- 4052 Chouteau ave sign			
04/06/2022	0594144027-Mar 2022	4052 Chouteau Sign - 0594144027	-67.00
Ameren Missouri- 924 talmage ave			
04/08/2022	0825140010-Mar-22	0825140010-Talmage	-50.01
Ameren MO- 4510 Manchester ave, sign			
04/06/2022	0606084003-Mar 2022	Grove Signs Lighting - 0606084003	-56.13
Ameren MO- 4512 Manchester ave unit 100			
04/08/2022	0324031034-Mar-22	0324031034 Pedestrian Lighting	-322.96
Assured Partners of Missouri LLC			
04/21/2022	826670	Inv 826670 - Insurance for Directors and Board Me	-815.00
Gordon Connaghan			
04/04/2022	March 2022	Photographer for social media	-150.00
Husch Blackwell			
04/22/2022	3151168	Legal Expense	-373.50
Park Central Development Corporation*			
04/15/2022	2022-04-15 (1)	recurring payment	-12,670.00
04/15/2022	2022-04-15	Reimburse for Storage Facility	-52.66
Washington University Medical Center			
04/05/2022	4-5-2022	Bike Patrols for the Grove	-5,130.00
04/13/2022	4.12.22	Bike Patrols for the Grove	-6,863.75
Bills paid in April 2022			-29,851.01



NIGHT PRIDE

JUNE 25TH 9PM - 1AM IN THE GROVE

NIGHT PRIDE 2022

Night Pride will be where the celebration continues this Stonewall Saturday. A LGBTQIA+ centered community block party featuring live entertainment, local food and retail vendors, interactive and engaging activities, all under the stars and street lights of the Grove.



FEATURING FUN

- 4 on-stage musical acts;
- Drag performances throughout the night;
- “Glamp” and Game zones;
- 15-20 retail vendors;
- 2-3 food trucks;
- 5-6 outdoor bars in partnership with adjacent businesses;
- “Glow Up” glow in the dark body/face painting;
- 360* Photo booth;
- Light projection wall / projection mapping;
- And more...

GOALS & OBJECTIVES

Goal: To introduce an annual event celebrating the LGBTQIA+ community of St. Louis with a post-PrideFest afterparty held in the Grove; to maintain the Grove's identity as a center of social life, a safe space for queer St. Louis.

Objectives:

- *Engage* Grove CID businesses as partners and benefactors of an annual pride block party;
- *Attract* 5-6,000 attendees from 8pm to 1am on Stonewall Saturday;
- *Highlight* local businesses in a festival marketplace;
- *Program* central stage with local talent, with roaming crowd performers throughout;
- *Increase* tax revenues for the CID;
- *Solidify* the Grove's identity as a primary LGBTQIA+ business district that celebrates Pride.

FESTIVAL AREA



CONSIDERATIONS:

- Stage placement
- Vendor / bar placement
- Barricading
- Restrooms / Litter Bins
- Handicap Parking
- Rideshare Drop Off Zone
- Load-In Area
- Talent Changing Area
- EMS/Security Stations
- Vendor Parking
- Traffic Management
- Volunteer Check-In
- On-Site Signage
- Inclement Weather Plan

A DESTINATION FOR COMMUNITY

St. Louis has a growing and dynamic queer community. Our Board of Aldermen now has three openly gay members, our State Representative is openly gay, the head of our region's chamber of commerce is gay. And the region is becoming evermore known as a place where queer individuals find **quality of life and success**.

By hosting Night Pride, we further efforts to make the City of St. Louis **a destination for the LGBTQIA+ community** of the Midwest, and beyond. PrideFest, one of the region's largest events, attracts upwards of **250,000 visitors** on Stonewall weekend. While those visitors have many options as it relates to food and drink, shopping and entertainment, a keystone event that bookends the Saturday festivities, in the Grove, ensures **the Grove CID will capture a growing share of those consumer dollars**. These are visitors coming from 6-8 neighboring states, and beyond -- per data released by Pride St. Louis.

Together, we can build an event that compliments PrideFest and takes advantage of the Grove being the natural community gathering spot on Stonewall Saturday. We can make St. Louis, and the Grove, *a welcoming destination for EVERYONE*.

EVALUATING EFFECTS & OUTCOMES

The following measurement tools will help assess event successes and shortcomings.

- 1- Vendor and Business Owners Survey to understand financial and programmatic outcomes;
- 2- Participant Survey to understand the experience of guests to the Grove;
- 3- Debrief with volunteers, vendors and performing artists to receive and document feedback;
- 4- Social media and marketing data provided by media partner to evaluate the reach and effectiveness of communication strategy;
- 5- Final report presented at debrief with Grove CID, additional feedback received and documented.
- 6- All records maintained by the 50 Roses Foundation for future use.

MONITORING FINANCES

A two-step verification for all expenditures will increase accuracy and limit account and reporting errors.

As the financial sponsor of the event, the 50 Roses Foundation has established a separate secure bank account that has been assigned to Night Pride.

As one of the organization's accounts, it will be part of the regular financial review of activity the organization undertakes. This allows the reviewer to identify errors, anomalies, potential compliance issues, and significant budget variances.

Michael Powers has been assigned as the Financial Manger, with full access to this account.

All sources and uses will be tracked, including in-kind donations and volunteer labor.

All contracts with vendors will include scopes of work and be held in a permanent file, with final payout to cross reference contracted compensation amounts.

Sound internal Controls provide reasonable assurance regarding: effectiveness and efficiency of operations, reliability of financial reporting, and compliance with non-profit guidelines.

Marketing and Advertising Plan

Through a strategic media partnership with “**Date Ideas & Things to do in STL,**” this event will be viewed by over 1.2m unique visitors to the Facebook event page.

Social media led by team member **Morgan Casey**. *SEE FULL MARKETING PLAN ATTACHMENT*

Initial estimates: social reach for Night Pride Digital marketing will be coordinated with print materials -- posters, on-site signage and window vinyls that are strategically placed.

Grove CID businesses will be provided digital assets to share through their social media and e-marketing channels.



Trash and Recycling

- 8 - Regular Portable Restrooms -- split into 2-3 bays;
- 2 - ADA Accessible Restrooms (either end of festival zone);
- 6 - Handwash Stations/sanitation dispensers;
- 1 - 30-yard trash dumpster, 1 8-yard recycling dumpster;
 - Placement in designated parking lane morning of event and removed Sunday by 11am;
- 12 - 65-gallon roll carts, evenly split between recycling and trash;
- 2 - recycling sorting stations, in partnership with Earthday 365;
- 3- staff members assigned to litter abatement during and after;
- 2 - utility carts for transporting bagged trash;
- On site signage promoting recycling;
- Pre-event vendor guidance related to eco-friendly packaging.



REPUBLIC
SERVICES

Safety and Security

- Pre-event threat mitigation consultation, identifying potential hazards and security concerns;
- Active shooter/inclement weather plan, sent to all vendor/sponsor participants;
- Event crowd management by **Chase Security**, staffing levels based on their analysis of the site and the anticipated attendance;
- Coordination with Grove CID security, wherever possible, or to expand presence during the festival hours and ensure open lines of communication;
- EMS and first aid stations strategically positioned -- in partnership with **Southampton Healthcare**;
- Tent setup requirements to ensure all temporary structures are properly erected and weighted;
- Submittal of traffic management plan to Office of Special Events.



IMPLEMENTATION PLAN



INITIAL "APPROVAL"

Submit Street Closure and Special Event Permit with City of St. Louis

Launch of Sponsor and Vendor Sign Up Forms

Engage CID Businesses Within the Festival Footprint

Launch Work In Progress and Project Management Tools Created by the Foundation

Formalize Media Partnerships

FORMAL APPROVAL

Meet Fundraising Goals

Certificate of Insurance

Contract Professional Services

Secure Stage and Talent

Launch of Social Media Page(s)

Draft Festival Map

FINAL LOGISTICS

Secure Catering Permits

Secure Street Blocking Permits

Finalize Security Plan

Finalize Traffic Plan

Volunteer Engagement

Instructions Sent to Vendors

Week of Earned Media

SHOWTIME

AM Staff Meeting

Vehicles Towed from Fest Area

Vendor Spaces Marked

Barrices Installed

Security / EMS Positioned

Stage & Vendor Setup

Crowd Management

ORGANIZATIONAL CHART

Michael Powers, Director of Operations*

Rick Ruderer, Sponsor Engagement**

Morgan Casey, Marketing/Public Relations



Tatyana Telnikova, Grove CID Liaison

*Fiscal Manager for the event.

**CEO of the 50 Roses Foundation, the Legal Fiscal Sponsor of the event.



BOARD OF DIRECTORS

Scott Hunt (Jan. '24)
7700 Forsyth Blvd, Suite 1800
St. Louis, MO 63105

Edwin Massie (Jan. '24)
365 Mission Ct.
St. Louis, MO 63130

Bill Petri (Jan. '24)
10191 Chancery Lane
St. Louis, MO 63123

Vicki Campbell (Jan. '24)
1673 San Simeon Way
St. Louis, MO 63026

Stewart North (Jan. '23)
2 Gickawat
Saratoga Springs, NY 12866

Carla Hunigan (Jan. '23)
2043 N Ballas Road
St. Louis, MO 63131

Rick Ruderer, Exec Director

NIGHT PRIDE ADVISORY CMTE.

Alex Terrell, Logistics
Maven Logic Lee, Talent Mgmt
Brian O'Shaunessy, Staging
Justin Hulsey, Security
Ashley Johnson, PCD Liaison
Elizabeth Sabetta, Sustainability
Tatyana Telnikova, Business Liaison
Bryant Pitcher, Media Relations

PROOF OF NON PROFIT STATUS

State of Missouri
Limited Exemption
from Missouri State Sales and Use Tax on Purchases and Sales
(Charitable)

Issued To: MISSOURI ID: 21080291
30 ROBES FOUNDATION
365 MISSION CT
SAINT LOUIS, MO 63130-4018
Effective Date: 06/21/2018

Your application for exemption from sales and use tax was approved by the Director of Revenue, Section 144.002.2(2)(D), RSMo. This letter is issued as documentation of your organization's exemption. Your organization must adhere to all requirements of your exemption letter.

- This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Continued tax-exempt status, requirements regarding this exemption. This summary is not intended as a comprehensive recitation of the law. You should follow the law to ensure your understanding and compliance. This exemption is not assignable or transferable. It is an exemption from sales and use tax only. It is not an exemption from real or personal property tax.
- Purchases by your organization are not subject to sales or use tax if conducted under your organization's exempt character, 144.002.2(2)(D), RSMo. Your organization issues a proper exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.002, RSMo.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction services exempt from sales tax when fulfilling a contract with your organization. Your organization issues a proper exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.002, RSMo.
- Sales by your organization are not subject to sales or use tax if conducted under your organization's exempt character, religious and educational functions and activities.
- Sales not directly related to an exempt function that are made solely to raise funds for your organization are not exempt under this sales or use tax waiver or related.
- If your organization engages in a competitive commercial business that serves the general public, even if the profits are used for your exempt charitable, religious and educational functions, you must obtain a Missouri Retail Sales Tax License and collect and remit state and local sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, salesanduse@dor.mo.gov, or call 572-751-2136.

Missouri Number: 2018000000

CERTIFICATION OF INSURANCE

ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AFFIRM, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PROVIDER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policies must have ADDITIONAL INSURED provisions as set forth in SUBSECTION B, if any, subject to the terms and conditions of the policy. Certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder to any of such endorsements.

INSURANCE SOURCE INFO:
 JOHN SHOLEY - EVENT & PRODUCTION SPECIALIST
 POLICY NO. 2421 0002 9401 0002
 POLICY NO. 2421 0002 9401 0002
 POLICY NO. 2421 0002 9401 0002

BY CLASS: MD 03/29/2016
ISSUED: MD 03/29/2016
RENEWAL DATE: MD 03/29/2017

COVERAGES: CERTIFICATE NUMBER: 1111111111 REVISED NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT PERTAINING TO SUCH POLICY, THIS CERTIFICATE MAY BE ISSUED OR MAY PORTAL. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. CERTAIN ENDORSEMENTS HAVE BEEN INDICATED BY THIS CLASS.

CLASS	TYPE OF INSURANCE	POLICY NUMBER	INSURED	PERIOD OF INSURANCE	AMOUNT	COVERAGE	LIMIT
A	COMMERCIAL GENERAL LIABILITY	2421 0002 9401 0002	JOHN SHOLEY	03/29/2016 - 03/29/2017	1,000,000	Auto-Occupancy	1,000,000
						Auto-Products	1,000,000
						Auto-Service	1,000,000
						Auto-Contractors	1,000,000
A	COMMERCIAL GENERAL LIABILITY	2421 0002 9401 0002	JOHN SHOLEY	03/29/2016 - 03/29/2017	1,000,000	Auto-Occupancy	1,000,000
						Auto-Products	1,000,000
						Auto-Service	1,000,000
						Auto-Contractors	1,000,000

CERTIFICATE HOLDER: CITY OF ST. LOUIS
 ST. LOUIS, MISSOURI
 CONFERS NO RIGHTS TO HOLDER
GO/VE COMMUNITY IMPROVEMENT DIST

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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CERTIFICATE OF GOOD STANDING

STATE OF MISSOURI

John R. Ashcroft
 Secretary of State

CORPORATION DIVISION
 CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

St Rivers Foundation
 NUMBER: 1111111111

was created under the laws of this State on the 27th day of September, 2010, and it is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and cause to be affixed the GREAT SEAL of the State of Missouri, Done at the City of Jefferson, this 19th day of April, 2012.

John R. Ashcroft
 Secretary of State

THE GREAT SEAL OF THE STATE OF MISSOURI

Certificate Number: CDDT-04101002-001

MANAGEMENT CAPACITY

Michael Powers has been planning pride events since 2012, the year he co-founded **Tower Grove Pride**. That event, now held in September, has grown from a block party to one of the region's largest and most beloved annual events, attracting over 40k attendees.

Co-founder of **Rose' Day**, 2018. Event launched in second market in 2019.

Co-founder of **The Great Grilled Cheese Off** in Forest Park, 2018.

Co-founder of **The St. Louis Square Off Pizza Festival on the Hill**, 2017.

Rick Ruderer is the founder and CEO of the 50 Roses Foundation. Under his leadership, the non-profit has hosted large-scale community-centric events, including as partner or co-founder on those listed above, for more than a decade. 2022 events include the **Dogtown Pup Crawl**, the **Twilight Market** and **Rose' Day Springfield, MO**. Rick has 30+ years of art direction and event production.

BUDGET DRAFT

SOURCES

Grove CID	\$10,000
Vendor Fees.....	\$5,800
Sponsorships*.....	\$7,500
TOTAL	\$23,300

IN KIND

Discounted Talent.....	\$3,000
Discounted Staging.....	\$800
Sign Holders.....	\$500
Marketing Package.....	\$1,200
TOTAL	\$5,500

*Committment letters from sponsors to be provided.

USES

Production Fee	\$5,800
Entertainment	\$4,800
Staging.....	\$2,900
Marketing/Signage.....	\$1,600
Security	\$2,500
Restroom/Sinks/Trash.....	\$1,500
Seating	\$800
Labor	\$800
Insurance	\$750
Barricading	\$1,750
Volunteer/Staff T-Shirts	\$300
Golf Cart	\$275
Permitting	\$250
TOTAL	\$23,755



SCOPE OF SERVICES

The project is estimated @ 600-800 hours, beginning mid-April. Staff of 4.

Services to include:

- Vendor, talent, sponsor and volunteer engagement and selection;
- Contracting for necessary professional services;
- Graphic design for social media and on-site marketing opportunities;
- Permitting, including gaining support from area leaders and business owners;
- Event production -- on-stage entertainment, unique interactive experiences that encourage stranger interaction, safety/sanitation oversight, vendor and sponsor management, volunteer/staff management, etc.
- Post-event debrief with CID and other interested parties.



BUDGET NARRATIVE

Inaugural year events are often “proof of concept” opportunities. You answer key questions like: will anyone showup? Will there be interest from vendors and sponsors? Will attendees have a positive experience?

Since the Grove has long been the post PrideFest destination, there already exists a **built-in population** looking for a true district-wide celebration on Stonewall Saturday. We are confident there will be a crowd.

However, due to the tightened timeline, and since many corporate partners build budgets leading up to the new year, we know that the window of opportunity for **securing a title sponsor** has passed.

In addition, local vendors are less interested in taking a chance on first year events; there will be room to expand a festival marketplace in subsequent years.

With seed funding from the Grove CID, **a new Pride weekend tradition will be born.**

PROSPECTIVE SPONSORS



SWADE
CANNABIS



BACARDÍ.



NIGHT PRIDE

CONTACT: Michael Powers, 314-629-6911, nightpridestl@gmail.com



SPECIAL EVENT FUNDING REQUEST

PART I - INSTRUCTIONS AND DEFINITIONS

PURPOSE:

This document sets forth the guidelines and categories for requests for funds (in excess of \$1,000) from the Grove Community Improvement District. Applications will be accepted from organizations that will sponsor and promote activities within the Grove CID that bring substantial numbers of visitors to the District.

TIMETABLE FOR REVIEW:

The Grove CID will distribute applications to organizations that express an interest in receiving funds for upcoming Fiscal Year. Projects must meet the guidelines and criteria outlined in this document. Completed applications should be submitted to the Grove CID Administrative Offices C/O Park Central Development AT LEAST 90 DAYS BEFORE THE PROPOSED EVENT.

Applications may be mailed or hand delivered to the Grove CID c/o Park Central Development:

Attn: Alayna Graham, Administrator
4512 Manchester Avenue
Suite 100
St. Louis, MO 63110

APPLICATION AND EVALUATION PROCEDURE:

The following procedure will be strictly followed. Applicants are cautioned not to contact any member of the Grove CID Board regarding their request. All contacts should be channeled through the Grove CID administrative office. Please read the following instructions carefully and call the Grove CID Office with any questions. Incomplete or incorrect applications will be returned.

The Grove CID Administrator will review all applications to determine if they meet the established criteria for funding. The Grove CID office staff will notify qualifying applicants who are finalists. All finalists will then be invited to present their applications to the Grove CID Executive & Finance Committee at the regular scheduled meeting the second Monday of the month. The Grove CID Executive & Finance Committee will vote on each qualifying applicant and prepare, in priority order, their recommendations for funding. Funding recommendations of the Grove CID Executive & Finance Committee are final. All materials submitted with applications will become a matter of public record, open to inspection by any citizen of the State of Missouri subject to the Sunshine Law.

OVERALL GUIDELINES

Applications must conform to the guidelines specified by the Grove CID. Applications that do not conform to these guidelines will not be considered for funding. The funding limits are subject to final approval by the Grove CID Executive & Finance Committee. Funding is available for major events staged in the District that attract large numbers of visitors to the District.

TYPES OF EVENTS:

Programs, festivals, or special events should have a history of, or the potential for attracting visitors, either as participants or spectators, generating retail sales at district area businesses. Consideration will



also be given to events that can generate national, state, or regional media exposure for Grove CID and its offerings.

ELIGIBLE ORGANIZATIONS:

Not-For-Profit Organizations under section 501 of the Internal Revenue Code (a copy of the IRS determination letter provided by the applicant confirms federal tax-exempt status) and For-Profit Organizations are eligible for funding. Organizations must have significant District ties, established primarily to produce cultural programs, festivals, or special events, utilizing private sector community financial support and volunteers as well as paid staff to carry out the objectives of the organization.

PROJECT GUIDELINES:

1. Project must take place (at least partially) within the Grove CID boundaries.
2. Applicant must make project accessible to the public and to disabled persons.
3. Applicant must submit a list of the Board of Directors, organization staff and event staff– if applicable.
4. Applicant must have comprehensive marketing and advertising plan.
5. Applicant must have comprehensive trash/recycling plan.
6. Applicant must have comprehensive safety & security plan.
7. Applicant must submit proof of non-profit status – if applicable.
8. Applicant must submit proof of good corporate standing – if applicable.
9. Applicant must submit proof of taxes paid with the City of St. Louis and the Grove CID – if applicable.
10. Applicant must submit most recent preliminary final/attendance and final reports if you have received a grant in the past from the Grove CID.
11. Applicant must match the amount requested on a dollar-for-dollar basis, showing revenue specifically contributed for program (50% of this match may be in-kind contributions, accompanied by a list of fair and reasonable market value).
12. Applications failing to meet deadline will not be considered.
13. Multiple events must be separate and distinct applications with separate summaries and budgets.
14. Invoice must be made to the Grove CID. No funds will be forwarded in anticipation of the receipt of an invoice.
15. A complete detailed project budget must be submitted that includes all expenses.
16. The complete detailed project budget must include all revenues.
17. All information should be submitted on 8 ½ x 11" white paper.
18. A certificate of liability insurance, naming the Grove CID as an additional insured, is required before any reimbursements can be released.

Funding Administration: No funding may be reimbursed until the Grove CID Executive & Finance Committee approves the funding.

Funding Manager: Organizations receiving funding shall designate a Funding Manager. That individual shall be responsible for maintaining the official file with application, correspondence, funding, narrative progress reports, request for funds/reimbursements, invoices and sample of promotional materials used. The organizations funding manager will insure that all elements of the funding application are followed, that narrative progress reports are submitted in a timely manner, that requests for funds are accurate and appropriate attachments are included, and that the event funding is closed out efficiently with the necessary reports and financial submitted. It is the funding manager's responsibility to see that any applicable Federal, State or City laws and policies are followed.

APPLICATION GUIDELINES:

1. If you are applying for more than one event, separate applications and distinct separate budgets are required.



2. State the goals and objectives for each event for which you are applying for.
3. Describe what benefits will be received from each event or promotion for which you are applying.
4. Describe how the event increases awareness of the Grove CID as a visitor destination, increases the number of visitors, their length of stay, and promotes intra-regional travel by visitors.
5. Describe how the effectiveness of each event will be evaluated.
6. Describe how financial resources will be monitored.
7. Describe, in detail, how the event will be implemented.
8. Attach copies of letters of commitment to substantiate matching funds.

STATUS REPORTS:

Initial Plan: A preliminary status report is due at the time of submission of application indicating an overall status of the event and revenue generated to the Grove CID.

Interim Status Report: A detailed interim status report will be required sixty (60) days prior to the event. This report will identify at what point you are with the planning of the event.

Final Status Report: A detailed final status report is due within sixty (60) days of the close of the event.

PROCEDURES FOR DRAW OF FUNDS

Funds will be dispersed according to the following schedule:

- 33% within 7 business days of receipt and approval of Initial Plan
- 33% within 7 business days of receipt and approval of Interim Status Report
- 33% within 7 business days of receipt and approval of Final Status Report

An invoice must be submitted to the Grove CID office for interim draws and for final payment. All payments are on a reimbursement basis only and made after proof of paid invoices are presented. Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Organizations receiving funding should take into consideration that it will take a minimum of 5 business days for the Grove CID to process a check. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment may need accompany request for funds.

USE OF GROVE COMMUNITY IMPROVEMENT DISTRICT FUNDS

Grove CID grant funds must be used to promote and advertise the entertainment district. Any event must seek to draw existing and new patrons to the district.

NOTICE: All collateral material and advertisements must list the Grove CID as one of the event sponsors.

FUNDING CATEGORY GUIDELINES

I. Sponsorships and Event Bid Fees: Minimum one-day event with 1000 or more participants. Funds are to be used exclusively for advertising and promotion. The maximum is \$15,000 for events with a minimum of three years of result history.

II. First Time Events: These would include newly created events, or ones that have little history. The maximum amount per event is \$5,000. Subsequent year funding will be determined by results of the first or second year.

CRITERIA FOR EVALUATION OF APPLICATIONS



Applications will be scored in three (3) categories with a maximum score of one hundred (60) points per applicant.

I. SOUNDNESS OF PROPOSED PROJECT - Maximum 30 Points.

The extent to which the project has clearly identified objectives; has assigned responsibilities and accountability; has a realistic timetable for implementation; has additional funding sources available that will be utilized; will accomplish its stated objectives.

II. STABILITY AND MANAGEMENT CAPACITY - Maximum 15 Points.

A proven record or demonstrated capacities of the organization to develop resources, effectively plan, organize and implement the proposed project. The organization has a successful history of service in and to the City of St. Louis. Ability of the organization to administer public grants and to prepare and deliver the necessary progress reports to the Grove CID.

III. QUALITY AND UNIQUENESS OF PROPOSED PROJECT -Maximum 15 Points.

Extent, to which the activity provides a program for the Grove visitors and its residents, which is of significant merit and that, without such assistance, would not take place in the District. After the fourth year of requesting CID Special Event Funding the event should have enough sponsors to fund the event without using the CID Special Event Funding. If a request for funding is submitted after the fourth year, the Executive & Finance Committee will take the request under consideration and forward a recommendation to the Grove CID Board of Directors. A detailed explanation letter of why the funding request is needed will be required before any review of the application takes place. For second and third year requests special consideration will be given to organizations that have secured additional support through private or corporate contributions.

FUNDS MAY NOT BE USED FOR:

Projects that are restricted to private or exclusive participation. Legal, medical, engineering, accounting, auditing, planning, marketing, feasibility studies or other consulting services. Salaries or supplements to salaries for existing or future staff, or employment of personnel directly or indirectly related to the project or event. Real property or capital improvements, new construction, renovation or restoration to facilities. Tangible personal property including but not limited to office furnishings or equipment, permanent collections, or individual pieces of art. Interest or reduction of deficits and loans. Expenses incurred or obligated prior to or after the project period. Advertising and promotional materials distributed at the event site or after the event. Payments for services or goods purchased for previous or other events.

One copy of the following items is required and should be attached to your original application:

Charter, Articles of Incorporation, By-Laws, Proof of Current Status

IRS Determination Letter of non-profit status (if applicable)

List of current Officers, Board members & event staff with terms (if applicable)

Copy of financial statement of your most recent fiscal year (except government entities)

Proof of taxes paid with the City of St. Louis and the Grove CID (if applicable)

Proof of Liability Insurance

List of other Financial Commitments

Event financial from previous year (if applicable)



THE GROVE COMMUNITY IMPROVEMENT DISTRICT

FISCAL YEAR 2021-22

SPECIAL EVENT GRANT APPLICATION

1. NAME OF EVENT/PROJECT: Night Pride
2. DATE OF EVENT/PROJECT: June 24th
3. LOCATION OF EVENT/PROJECT (address and/or specific location where event/project will take place):
Address: Manchester Avenue, Chouteau to Kentucky
City, State, Zip: _____
4. NAME OF APPLICANT/HOST ORGANIZATION:
Legal Name: 50 Roses Foundation, DBA "Night Pride STL"
Address: 365 Mission Ct.
City State Zip: Saint Louis, MO 63130
5. CONTACT PERSON/TITLE:
Name Michael Powers
Title: Director of Operations and Financial Manager
Telephone No. (314) 629-6911 Fax No. () _____
E-mail: nightpridestl@gmail.com
6. TYPE OF ORGANIZATION - IRS STATUS (TAX ID NO.)
If applicable, attach Articles of Incorporation, Bylaws.
FID NO. 501(c)3 Tax Exempt Not for Profit
7. ATTACH A LIST OF MEMBERS OF THE ORGANIZATION'S BOARD OF DIRECTORS
8. ATTACH A LIST OF ORGANIZATIONAL AND EVENT STAFF OF THE ORGANIZATION.
9. ATTACH MOST RECENT ANNUAL FINANCIAL REPORT FOR ORGANIZATION AND BUDGET FOR THE UPCOMING YEAR.
10. ATTACH PROOF OF GOOD CORPORATE STANDING (IF APPLICABLE)
11. ATTACH PROOF OF CITY OF TAXES PAID IN CITY OF ST. LOUIS & GROVE CID (IF APPLICABLE)
12. ATTACH A DESCRIPTION OF EVENT/PROJECT.
13. ANTICIPATED NUMBER OF EVENT ATTENDEES: 4,500 - 6000



14. ANTICIPATED NUMBER OF EVENT VENDORS: 18-25
14. LIABILITY/MEDICAL INSURANCE? No Yes The Insurance Source, John Shadley
If Yes, indicate insurance carrier, contact and telephone number: 314-416-2600
(Grove CID must be named additionally insured and be provided a COI)
15. HAS VENUE/FACILITY BEEN SECURED? No Yes
If Yes, indicate location, contact and telephone number: Office of Special Events notified.
16. IS EVENT ACCESSIBLE TO THE PUBLIC AND DISABLED PERSONS? No Yes
17. ATTACH EVENT/PROJECT BUDGET WITH ITEMIZED CATEGORIES OF REVENUE AND EXPENSES.
18. AMOUNT OF FUNDING REQUESTED: \$ 10,000
19. INTENDED USE OF THE FUNDS: Marketing, Security, restrooms, barricading, permitting, staging and labor.
20. ATTACH PROOF OF MATCHING FUNDS (EQUAL OR GREATER THAN AMOUNT REQUEST FROM THE GROVE CID) Verbal commitments totaling \$4,500 thus far. In-kind over \$5,500. More info to come.
21. ATTACH MARKETING AND ADVERTISING PLAN.
22. ATTACH TRASH RECYCLING PLAN. If funding approved, Earth Day will partner and oversee recycling.
23. ATTACH SAFETY & SECURITY PLAN. Chase Security is the preferred contractor.
22. HOW WILL THE EVENT/PROJECT BENEFIT THE GROVE CID? This event will solidify the Grove as the official post PrideFest destination, increase tax revenues, produce creative programming, maintain the queer-friendliness/ID of the district.
23. HAVE YOU RECEIVED GROVE CID SPECIAL EVENT FUNDING IN THE PAST? No Yes
If Yes, indicate name and date of event/project and amount received.
24. IF YOU HAVE RECEIVED PREVIOUS GROVE CID EVENT FUNDING, PLEASE PROVIDE PRELIMINARY & FINAL ATTENDANCE FIGURES AND FINAL REPORT. ALSO, PLEASE PROVIDE COPIES OF ALL EVENT PROMOTIONAL MATERIALS, INCLUDING RADIO OR TELEVISION SCRIPTS, BILLBOARD COPY, PRINTED FLIERS, ADS, OR OTHER MATERIAL YOU PURCHASED WITH GROVE CID MONEY. (ONLY PROVIDE MATERIAL ON THE MOST RECENT YEAR SPECIAL EVENT MONEY WAS RECEIVED.) N/A
25. WHAT RESEARCH DO YOU HAVE REGARDING THE DEMOGRAPHICS OF YOUR ATTENDEES? HOW DO YOU MEASURE THE SUCCESS OF YOUR EVENT? HOW DO YOU MEASURE THE EFFECTIVENESS OF YOUR PROMOTION?

For the last five years of Tower Grove Pride, our team has published a post-event survey for feedback from attendees. Last year, the ninth annual festival, saw a record number of festival attendees -- over 35,000 -- and a record number of survey responses. One strong suggestion was to facilitate a stronger connection between the festival, held in Tower Grove Park, and the Grove. Attendees noted the desire for a shuttle to allow for easy access to the natural after-festival social gathering spot, which is the collection of LGBTQIA+ bars, and ally bars, in the Grove.

A similar post event survey will allow for organizers to analyze this first annual event. The survey will seek feedback from attendees and from vendors. Success will be measured based on likert scale responses in various categories.

Organizers will host a debriefing with all collaborating partners and funders to seek additional feedback.

Attendance to be estimated in collaboration with Earth Day 365 and Republic Services based on trash and sewage generated. Additional informational in attachment, "Pride Night 2022."



VERIFICATION OFFICIAL WITH CONTRACTING AUTHORITY FOR THE ORGANIZATION

I HEREBY CERTIFY that I have read the foregoing application and that the facts stated herein are true and correct to the best of my knowledge and belief. I have read the Special Event Policies and Procedures and agree to comply with the policies and procedures therein as a condition of receiving grant funds.

Official's Signature: _____

Official's Name & Title (Typed): _____

ON This _____ day of, 20____, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared _____, to me known to be the person named in and who executed the foregoing document.

Notary Public: _____

My Commission Expires: _____

CONTACT PERSON AS LISTED ON PAGE ONE OF APPLICATION

I HEREBY CERTIFY that I have read the foregoing application and that the facts stated herein are true and correct to the best of my knowledge and belief. I have read the Special Event Policies and Procedures and agree to comply with the policies and procedures therein as a condition of receiving grant funds.

Official's Signature: _____

Official's Name & Title (Typed): _____

ON This _____ day of, 20____, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared _____, to me known to be the person named in and who executed the foregoing document.

Notary Public: _____

My Commission Expires: _____



SAMPLE Budget of Event/Special Project

ANTICIPATED REVENUE:

Admissions \$ _____
 Booth/Space Rentals..... \$ _____

Corporate Sponsorships (Please List):

..... \$ _____
 \$ _____
 \$ _____
 \$ _____

Other Revenue:

..... \$ _____
 \$ _____
 Applicant Revenue..... \$ _____
 Sub-Total \$ _____

Grove CID Funding Sought..... \$ _____
 Sub Total \$ _____

In-Kind Contributions of Services, Equipment, Accommodations, Advertising (Please List):

..... \$ _____
 \$ _____
 \$ _____
 Estimated Value of In-Kind Revenue \$ _____

TOTAL ESTIMATED REVENUE \$ _____

ANTICIPATED EXPENSES:

Personnel:

Administrative..... \$ _____
 Artistic..... \$ _____
 Technical/Production..... \$ _____
 Contracted Services (Please List):

..... \$ _____
 \$ _____
 \$ _____

Space Rental..... \$ _____
 Travel \$ _____
 Advertising/Marketing \$ _____
 Other (Please List):

..... \$ _____
TOTAL ESTIMATED EXPENSES \$ _____



Preliminary Status Report

EVENT NAME: Night Pride
REPORT DATE: 04/08/22
ORGANIZATION: 50 Roses Foundation
CONTACT PERSON: Michael Powers TITLE: Director of Operations and Financial Manager
ADDRESS: 365 Mission Ct., STL, MO 63130
PHONE: 314-629-6911 FAX: _____

On an attached sheet, answer the following questions and attach it to your application.

PRELIMINARY INFORMATION:

1. Is this a first time event? Yes.
2. If not, how many times has this event taken place?
3. What is the estimated revenue generated by this event? \$21,000
4. What is the estimated number of participants expected at this event? 4,500 - 6,000
5. If event planning is in progress, what has been done, what remains to be done, and are there any problems? Leadership has met with Tatyana, who is acting as liaison, developed a preliminary marketing plan, communicated with essential vendors to confirm availability, engaged a prospective stage manager and communicated with the Office of Special Events of the City of St. Louis. Businesses have been engaged by Tatyana.
6. If the event planning has not been started, why?
7. List the advertising, marketing, and/or public relations that have been contracted or placed to date?

Date Ideas and Things to do in STL has agreed to a media partnership. The scope of work in contract will be based on availability of funding, sponsorships. A marketing plan is attached.



Interim Status Report

EVENT NAME: _____
REPORT DATE: _____
ORGANIZATION: _____
CONTACT PERSON: _____ TITLE: _____
ADDRESS: _____
PHONE: _____ FAX: _____

On an attached sheet, answer the following questions to identify the status of the event. Submit this report at least quarterly.

INTERIM – These questions will identify the current status of the upcoming event. (After the Grove CID staff reviews this Interim Status Report, if they feel you are behind schedule on the planning stages, they will make recommendations to help get the event back on schedule.)

1. Has the planning of this event started?
2. At what point are you at with the planning stage for this event? (Percent of completion)
3. What is the total dollar amount to date of matching contributions?
4. What is the status of the advertising and promotion for this event?
5. Have you submitted any advertisements or printed pieces to the CID staff?
6. Please supply a sample and indicate the ad schedule.
7. How has the public interest for this event been up to this point?



Final Status Report

EVENT NAME: _____

REPORT DATE: _____

ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

On an attached sheet, answer the following questions for each element in your scope of work.

Final – These questions should be answered for your final status report.

1. Is this a first time event? If not, how many times has this event taken place?
2. 5. What is the total revenue generated for this event?
3. 6. Total expenses. (Have all vendors been paid?)
4. List the vendors that have been paid, if not, what invoices are still outstanding and why?
5. What is the number of participants that came to this event?
6. What is the percentage of the total participants from out of the St. Louis region?
7. What problems occurred if any during the event?
8. List the advertising, marketing, and/or public relations that have been contracted or placed to date?
9. How can the event be improved or expanded?



Preliminary Status Report

EVENT NAME: The Moonlight Rumble
REPORT DATE: 5/3/22
ORGANIZATION: Big River Race Management
CONTACT PERSON: Matt Helbig
ADDRESS: 456 Sovereign Ct. 06301
PHONE: 314-825-9818

TITLE: CEO

FAX: N/A

On an attached sheet, answer the following questions and attach it to your application.

PRELIMINARY INFORMATION:

1. Is this a first time event? No. We're in our 58th annual event in 2022
2. If not, how many times has this event taken place?
3. What is the estimated revenue generated by this event?
This is the 58th year
~ \$150k
4. What is the estimated number of participants expected at this event?
4000-6000
5. If event planning is in progress, what has been done, what remains to be done, and are there any problems?
Approval from the City, registration is open, Abdul has agreed to have us back.
6. If the event planning has not been started, why?
It has been underway for months
7. List the advertising, marketing, and/or public relations that have been contracted or placed to date?
 - Press release to over 100 press outlets
 - Partnership with local TV station ABC 30
↳ ads will start early July
 - Finalizing partnership w/ Hubbard Radio (KSHE, The Point, The Arch, ESPN radio)
 - Partnership w/ Terrain Magazine
 - Partnership w/ Trailnet



14. ANTICIPATED NUMBER OF EVENT VENDORS: 10-15
14. LIABILITY/MEDICAL INSURANCE? No Yes
If Yes, indicate insurance carrier, contact and telephone number: _____
(Grove CID must be named additionally insured and be provided a COI)
15. HAS VENUE/FACILITY BEEN SECURED? No Yes
If Yes, indicate location, contact and telephone number: Manchester from Tower Grove to Sarah
16. IS EVENT ACCESSIBLE TO THE PUBLIC AND DISABLED PERSONS? No Yes
17. ATTACH EVENT/PROJECT BUDGET WITH ITEMIZED CATEGORIES OF REVENUE AND EXPENSES.
18. AMOUNT OF FUNDING REQUESTED: \$ 10,000.00
19. INTENDED USE OF THE FUNDS: Advertising, marketing and security
20. ATTACH PROOF OF MATCHING FUNDS (EQUAL OR GREATER THAN AMOUNT REQUEST FROM THE GROVE CID)
21. ATTACH MARKETING AND ADVERTISING PLAN.
22. ATTACH TRASH RECYCLING PLAN.
23. ATTACH SAFETY & SECURITY PLAN.
22. HOW WILL THE EVENT/PROJECT BENEFIT THE GROVE CID? Our riders spent thousands of dollars in the Grove last year.
23. HAVE YOU RECEIVED GROVE CID SPECIAL EVENT FUNDING IN THE PAST? No Yes
If Yes, indicate name and date of event/project and amount received.
2021 Moonlight Rumble
24. IF YOU HAVE RECEIVED PREVIOUS GROVE CID EVENT FUNDING, PLEASE PROVIDE PRELIMINARY & FINAL ATTENDANCE FIGURES AND FINAL REPORT. ALSO, PLEASE PROVIDE COPIES OF ALL EVENT PROMOTIONAL MATERIALS, INCLUDING RADIO OR TELEVISION SCRIPTS, BILLBOARD COPY, PRINTED FLIERS, ADS, OR OTHER MATERIAL YOU PURCHASED WITH GROVE CID MONEY. (ONLY PROVIDE MATERIAL ON THE MOST RECENT YEAR SPECIAL EVENT MONEY WAS RECEIVED.)
25. WHAT RESEARCH DO YOU HAVE REGARDING THE DEMOGRAPHICS OF YOUR ATTENDEES? HOW DO YOU MEASURE THE SUCCESS OF YOUR EVENT? HOW DO YOU MEASURE THE EFFECTIVENESS OF YOUR PROMOTION?
We know our demographics of our attendees as all of them register through our registration system in order to participate. Last year was a great success w/over 3000 paid riders coming to the Grove to enjoy the bars and restaurants before and after the ride!



THE GROVE COMMUNITY IMPROVEMENT DISTRICT

FISCAL YEAR 22/23

SPECIAL EVENT GRANT APPLICATION

1. NAME OF EVENT/PROJECT: The 58th Annual Moonlight Ramble
2. DATE OF EVENT/PROJECT: Saturday August 13th
3. LOCATION OF EVENT/PROJECT (address and/or specific location where event/project will take place):
Address: Manchester Rd. between ~~38th St~~ Sarah and Tower Grove Ave.
City, State, Zip: St. Louis MO 63110
4. NAME OF APPLICANT/HOST ORGANIZATION:
Legal Name: Big River Race Management
Address: 456 Sovereign Ct Suite B
City State Zip: St. Louis Mo 63011
5. CONTACT PERSON/TITLE:
Name: Matt Helbig
Title: CEO
Telephone No. (314) 925-9818 Fax No. () N/A
E-mail: matt @ brrm . com
6. TYPE OF ORGANIZATION - IRS STATUS (TAX ID NO.)
If applicable, attach Articles of Incorporation, Bylaws.
FID NO. 27-4174041
7. ATTACH A LIST OF MEMBERS OF THE ORGANIZATION'S BOARD OF DIRECTORS
8. ATTACH A LIST OF ORGANIZATIONAL AND EVENT STAFF OF THE ORGANIZATION.
9. ATTACH MOST RECENT ANNUAL FINANCIAL REPORT FOR ORGANIZATION AND BUDGET FOR THE UPCOMING YEAR.
10. ATTACH PROOF OF GOOD CORPORATE STANDING (IF APPLICABLE)
11. ATTACH PROOF OF CITY OF TAXES PAID IN CITY OF ST. LOUIS & GROVE CID (IF APPLICABLE)
12. ATTACH A DESCRIPTION OF EVENT/PROJECT. Moonlight bike ride in its 58th year!
13. ANTICIPATED NUMBER OF EVENT ATTENDEES: 3000-4000 paid
5000-6000 total



The Grove CID
Special Event Grant Application - Moonlight Ramble
5/3/22

Question answers:

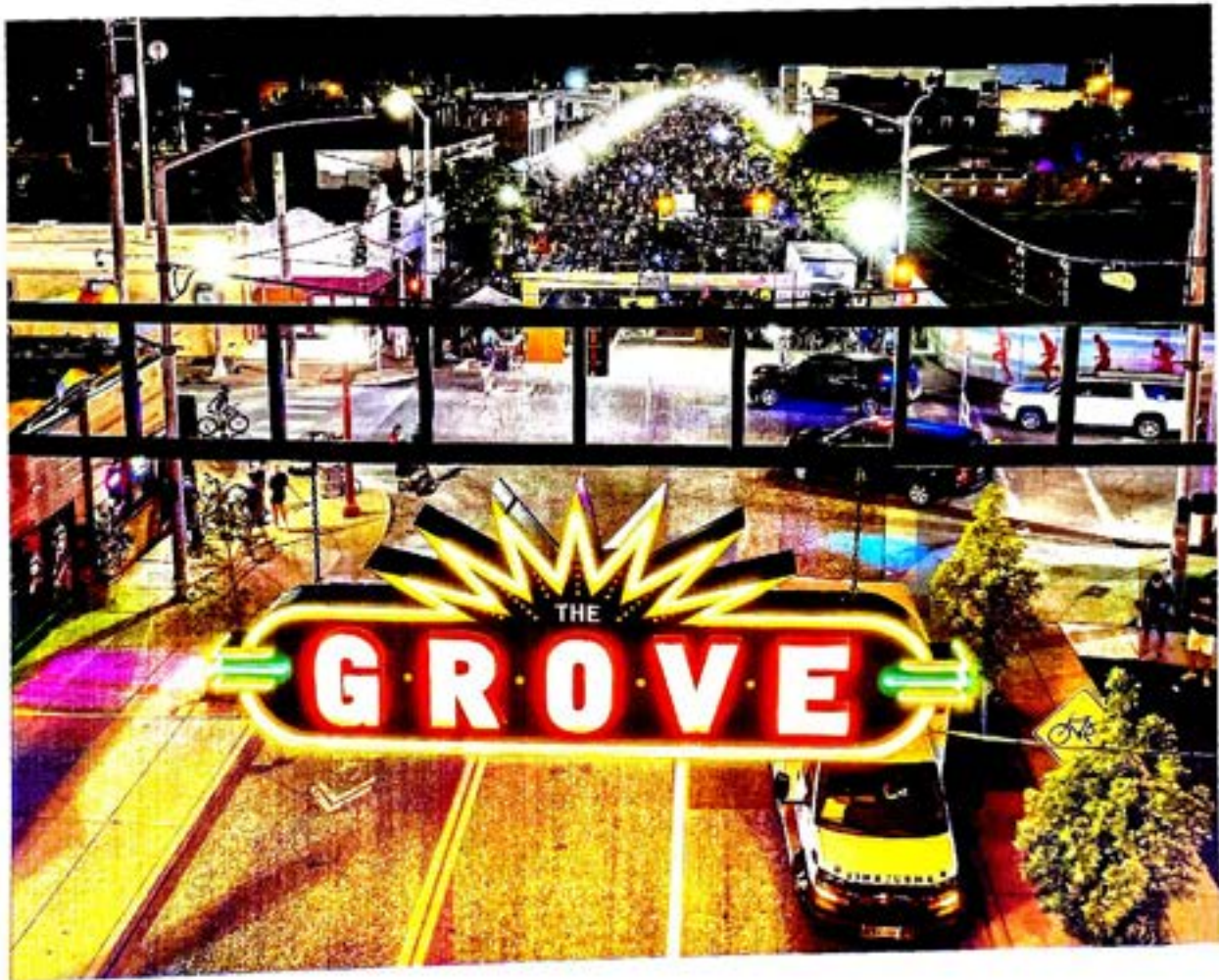
7. Our company does not have an official board.

8. Organizational and Event Staff of the Organization - Our company is St. Louis based as are all of our staff.

- Matt Helbig - Big River Race Management - CEO and Event Chair
- Tim Cornell - Big River Race Management - Ride Director
- Matt Hartman - Trailnet - Volunteer Coordinator
- Nick Walton - Big River Race Management - Course Coordinator

9. Annual Financial Report - See budget below. 2021 numbers are official numbers from that event.

12. Description of the Event: The Moonlight Ramble is a moonlit bike ride of vary length (7-18 miles) that takes place annually on the Saturday closest to the Full Moon in August. This is the 58th year of the Ramble! The Moonlight Ramble draws riders of all ages and abilities to safely enjoy riding the streets of the City of St. Louis traffic free while enjoying the full moon. In 2021 we started and finished our ride in the Grove and thousands of our riders came early and stayed late patronizing the bars and restaurants in the Grove. Walking down teh street that night we saw nothing but purple Moonlight Ramble shirts inside all of the businesses in the Grove.



17. Proposed budget (CONFIDENTIAL)

	2017	2019	2021	2022 (proposed)
Expenses				
2 Way Radio Rental	\$195.50	\$210.00	\$0.00	\$0.00
Ambulance			\$440.00	\$440.00
Advertising - Social Media	\$3,700.33	\$1,486.11	\$3,115.19	\$5,000.00
Advertising - Hubbard		\$5,244.00	\$0.00	\$5,000.00

Barricades/Labor	\$30,250.00	\$14,250.00	\$9,500.00	\$12,000.00
Beer		\$3,500.00	\$3,500.00	\$3,500.00
Charity Partner Donations		\$8,548.00	\$15,000.00	\$25,000.00
Course Captains		\$1,700.00	\$2,200.00	\$2,200.00
Announcer	\$350.00	\$399.00	\$325.00	\$325.00
Entertainment	\$2,300.00	\$1,500.00	\$600.00	\$600.00
Fencing, Signage	\$2,747.50	\$4,016.00	\$1,170.00	\$1,170.00
Food for Premium Riders	\$1,711.96	\$0.00	\$915.69	\$915.69
Food For Workers		\$62.26	\$45.00	\$45.00
Gas For Vehicles		\$65.00	\$0.00	\$0.00
Gas For Safety Vehicles	\$156.00	\$0.00	\$0.00	\$0.00
Generator, Light Standards	\$2,129.50	\$1,192.41	\$703.32	\$703.32
Ice	\$385.00	\$205.00	\$282.61	\$282.61
Insurance		\$982.00	\$506.00	\$506.00
Course Map (design)			\$305.00	\$305.00
Course Maps (printing)	\$78.30	\$100.00	\$200.00	\$200.00
Location (parking lot)	\$3,500.00	\$0.00	\$1,000.00	\$1,000.00
Management		\$40,000.00	\$50,000.00	\$60,000.00
Merchandise		\$8,777.00	\$5,240.00	\$5,240.00
Miscellaneous		\$0.00	\$200.00	\$200.00
Park Permit	\$475.00	\$3,000.00	\$500.00	\$500.00
Patches			\$570.00	\$570.00
Race Bibs	\$1,660.30	\$574.84	\$795.31	\$795.31
Refrigerated Truck	\$956.91	\$0.00	\$0.00	\$0.00
Security	\$13,558.00	\$8,000.00	\$13,112.00	\$16,000.00
Security/Police	\$4,327.50	\$2,000.00	\$0.00	\$0.00
Shipping (packets)			\$1,363.00	\$1,363.00
Sound Tech		\$300.00	\$300.00	\$300.00
Sound - Stage		\$2,648.25	\$0.00	\$0.00
Stage		\$720.00	\$970.00	\$970.00
Street Permit	\$100.00	\$0.00	\$1,625.00	\$1,625.00
T-Shirts	\$17,581.88	\$14,784.05	\$10,204.00	\$17,600.00
T-Shirts - Printing	\$0.00	\$0.00	\$8,694.52	\$10,000.00
Tables & Chairs	\$710.05	\$601.50	\$156.57	\$156.57
Tents	\$3,554.00	\$1,270.00	\$853.06	\$853.06
Toilets	\$1,815.00	\$1,334.00	\$1,472.00	\$1,472.00
Trash Service	\$525.00	\$1,360.00	\$1,614.83	\$1,614.83
Truss Signage/Maps	\$570.94	\$788.00	\$527.00	\$527.00
Tub Rental For Drinks	\$190.19	\$100.00	\$0.00	\$0.00
Video/Drone Production	\$1,000.00	\$2,500.00	\$500.00	\$500.00
Volunteers	\$50.00	\$500.00	\$0.00	\$0.00
Water		\$400.00	\$400.00	\$400.00

Social Media			\$300.00	\$300.00
Total Expense	\$94,383.36	\$133,117.42	\$136,705.10	\$179,679.39
REVENUE				
Number of Participants:		2740	2785	3500
Avg Reg Ticket:		\$39.20	\$43.79	\$43.79
		\$107,415.0	\$114,540.0	\$153,265.0
Total Entry Fees		0	0	0
Lost Rev. from CT		\$1,500.00	\$0.00	\$0.00
Reg Credits from RSU		\$2,552.41	\$2,830.55	\$2,830.55
Add'l Reg Fees (\$0.50/)		\$850.00	\$0.00	\$0.00
Tag Fees:		\$1,511.40	\$0.00	\$0.00
Enterprise Entries		\$560.00	\$0.00	\$0.00
Merch (online)		\$4,585.00	\$3,568.99	\$3,568.99
Merch (on-site)		\$1,295.23	\$1,985.00	\$1,985.00
Donations		\$1,376.00	\$4,976.00	\$4,976.00
Trailnet Membership		\$990.00	\$1,815.00	\$1,815.00
Shipping			\$2,020.00	\$2,020.00
Sponsorship				
- Aetna		\$15,000	\$0	\$0
- Great Rivers Greenways		\$1,000	\$1,000	\$1,000
- Villa Lighting			\$250	\$250
- Ameren				\$4,750
UCBC		\$1,000	\$1,000	\$1,000
Zipsprout Sponsors			\$1,000	
Alpine Shop		\$122	\$590	\$590
Foundry			\$500	\$2,500
CID		\$3,750	\$5,000	\$10,000
Children's		\$4,750	\$0	\$0
In-kind				
- Beer (UCBC)		\$3,500	\$3,500	\$3,500
Vendor - Stretch Lab			450	
		\$148,257.0	\$145,025.5	\$194,050.5
Total Revenue		4	4	4
Profit		\$15,139.62	\$8,320.44	\$14,371.15

20. Proof of Matching Funds - See highlighted marketing expenses above.

21. Marketing Plan includes email marketing to Moonlight Ramble database (13k+), Big River Race Management database (40k) and Trailnet (10k) email databases, TV spots with ABC 30, Radio adds with Hubbard on KSHE 95 and 106.5 The Arch.

22. Recycling/Trash Plan - We have hired St. Louis Earth Day to help with the trash and recycling controls throughout the venue.

23. We are working with multiple security companies to help secure the footprint and ride course event day. The list of companies include MVP Security, SLMPD Police Cadets, Strike Force and Peacemaker Security.

Even with the added security to last year's event, our riders reported **more than 20 car break-ins the evening of the event**. We had hired two additional patrol cars as well as two stationary officers in our VIP parking lots, but it wasn't enough. With the additional funds requested, we plan to hire more security to patrol additional parking lots and add another mobile patrol as well.



ST·LOUIS SHAKESPEARE FESTIVAL

SPECIAL EVENT REQUEST
FOR THE CONSIDERATION OF
THE GROVE COMMUNITY IMPROVEMENT DISTRICT

Attn: Alayna Graham, Administrator
4515 Manchester Ave., #100
St. Louis, MO 63110

3333 Washington Ave. Suite 203 St. Louis, MO 63103 314-531-9800 stlshakes.org



FISCAL YEAR

10/1/2021 - 9/30/2022

1. NAME OF EVENT/PROJECT:

St. Louis Shakespeare Festival's Touring Company: A MIDSUMMER NIGHT'S DREAM

2. DATE OF EVENT/PROJECT: 8/26/2022

3. LOCATION OF EVENT/PROJECT (address and/or specific location where even project will take place):

Address: Chroma PLaza 4041 Chouteau Ave
City, State, Zip: St. Louis, MO 63110

4. NAME OF APPLICANT/HOST ORGANIZATION:

Legal Name: St. Louis Shakespeare Festival
Address: 3333 Washington Ave., #203
City State Zip: St. Louis, MO 63103

5. CONTACT PERSON/TITLE:

Name: Tori Rezek

Title: Development Manager

Telephone No. 314-410-8722

Fax No.: N/A

E-mail: tori@stlshakes.org

6. TYPE OF ORGANIZATION - IRS STATUS (TAX ID NO.) If applicable, attach Articles of Incorporation, Bylaws.

FIDNO.: 43-1815139

7. ATTACH A LIST OF MEMBERS OF THE ORGANIZATION'S BOARD OF DIRECTORS

8. ATTACH A LIST OF ORGANIZATIONAL AND EVENT STAFF OF THE ORGANIZATION.

9. ATTACH MOST RECENT ANNUAL FINANCIAL REPORT FOR ORGANIZATION AND BUDGET FOR THE UPCOMING YEAR.

10. ATTACH PROOF OF GOOD CORPORATE STANDING (IF APPLICABLE)

11. ATTACH PROOF OF CITY OF TAXES PAID IN CITY OF ST. LOUIS & GROVE CID (IF APPLICABLE)
N/A

12. ATTACH A DESCRIPTION OF EVENT/PROJECT.

The St. Louis Shakespeare Festival's ("the Festival") Touring Company ("TourCo") brings FREE Shakespeare to 24 parks across the MO/IL bistate. A 90-min. show features 6 actors playing multiple roles performing in Shakespeare's original language. 2022's tour presents a new adaptation of A MIDSUMMER NIGHT'S DREAM by a racially diverse team, led by director Tre'von Griffith. Griffith, a St. Louis native, is a Black producer, director, and performer specializing in music and musical theater. Griffith will lead a team of BIPOC artists in creating a highly visual and musical MIDSUMMER, removing the stuffiness often associated with Shakespeare's plays. A pre-performance "Living Study Guide" further demystifies Shakespeare for non-theatergoers by exploring the play's themes, characters, and language in modern parlance.

We seek funding in support of the August 26th performance of A MIDSUMMER NIGHT'S DREAM in The Grove's Chroma Plaza.

The performance will be rehearsed and built at the Festival's headquarters in Grand Center. In early August, the Festival's street team will hang posters in Grove businesses promoting the performance. The week of August 22nd or before, Festival staff will set on-site signage promoting the event. On August 26th, the Touring Company will arrive on-site. Equipment will be loaded in/out from our sprinter van. All equipment can be moved by hand, requiring two people maximum. The Festival will coordinate with the site coordinator to determine access times and routes. Audience members will bring their own chairs/blankets. A temporary, self ballasted tent will cover audio equipment. All equipment will be loaded out directly following the performance.

Financial resources will be monitored by the Festival's administrative team, including Development Manager Tori Rezek (application, reports, and invoices), Associate Producer Colin O'Brien (expenses), Community Engagement & Education Adam Flores (expenses), and General Manager Susan Rowe Jennings.

13. ANTICIPATED NUMBER OF EVENT ATTENDEES

200

COMMUNITY IMPROVEMENT DISTRICT

14. ANTICIPATED NUMBER OF EVENT VENDORS:

1 - the St. Louis Shakespeare Festival is the sole "vendor" for the event.

14. LIABILITY/MEDICAL INSURANCE? No Yes

If Yes, indicate insurance carrier, contact and telephone number: 314-421-1525 (Grove CID must be named additionally insured and be provided a COI)

15. HAS VENUE/FACILITY BEEN SECURED? No Yes

If Yes, indicate location, contact and telephone number:

Address: Chroma PLaza 4041 Chouteau Ave
City, State, Zip: St. Louis, MO 63110
Contact: Abdul-Kaba Abdullah, Abdul@pcd-stl.org, 314-239-1400

16. IS EVENT ACCESSIBLE TO THE PUBLIC AND DISABLED PERSONS? No Yes
The performance space, audience seating, and welcome desk will be erected/set on the existing hard surfaces of the Chroma Plaza. Tickets are not required: there will be no formal box office.

Audience members may contact Marketing Manager Allie Magee to request additional accessibility accommodations.

17. ATTACH EVENT/PROJECT BUDGET WITH ITEMIZED CATEGORIES OF REVENUE AND EXPENSES.

18. AMOUNT OF FUNDING REQUESTED:
\$5,000

19. INTENDED USE OF THE FUNDS:

To fully support the performance of A MIDSUMMER NIGHT'S DREAM in The Grove's Chroma Plaza.

The attached budget includes expenses for the entire 24-performance tour. Each performance costs approximately \$5,000 to produce.

20. ATTACH PROOF OF MATCHING FUNDS (EQUAL OR GREATER THAN AMOUNT REQUEST FROM THE GROVE CID)

21. ATTACH MARKETING AND ADVERTISING PLAN.

TourCo will be promoted as part of the Festival's 2022/2023 Season of FREE summer Shakespeare. Performances will be widely marketed to the public through social media, eblasts, and traditional print advertising.

The Grove CID's support of the event will be recognized through digital promotion, on-site signage, and an on-stage shout out before the performance.

22. ATTACH TRASH RECYCLING PLAN.

This is a one-night-only, 90-minute performance. No additional trash or recycling will be provided for the event. Guests will be encouraged to dispose of their refuse in the appropriate receptacles already on-site.

23. ATTACH SAFETY & SECURITY PLAN.

This is a one-night-only, 90-minute performance. No additional security is required. The Festival staff will have a basic first-aid kit, and at least one on-site staff member will be First Aid/CPR certified.

22. HOW WILL THE EVENT/PROJECT BENEFIT THE GROVE CID?

The TourCo performance at The Grove's Chroma Plaza will draw an audience of 200+ neighborhood residents and visitors--attracting pre- and post-performance customers to the area's shops and restaurants. The event is free to attend, and performances are approachable to children and adults alike.

23. HAVE YOU RECEIVED GROVE CID SPECIAL EVENT FUNDING IN THE PAST? No Yes
If Yes, indicate name and date of event/project and amount received.
N/A

24. IF YOU HAVE RECEIVED PREVIOUS GROVE CID EVENT FUNDING, PLEASE PROVIDE PRELIMINARY & FINAL ATTENDANCE FIGURES AND FINAL REPORT. ALSO, PLEASE PROVIDE COPIES OF ALL EVENT PROMOTIONAL MATERIALS, INCLUDING RADIO OR TELEVISION SCRIPTS, BILLBOARD COPY, PRINTED FLIERS, ADS, OR OTHER MATERIAL YOU PURCHASED WITH GROVE CID MONEY. (ONLY PROVIDE MATERIAL ON THE MOST RECENT YEAR SPECIAL EVENT MONEY WAS RECEIVED.)
N/A

25. WHAT RESEARCH DO YOU HAVE REGARDING THE DEMOGRAPHICS OF YOUR ATTENDEES? HOW DO YOU MEASURE THE SUCCESS OF YOUR EVENT? HOW DO YOU MEASURE THE EFFECTIVENESS OF YOUR PROMOTION?

TourCo is the only program of its kind, bringing FREE Shakespeare to audiences within a 120-mi. radius of St. Louis. The program engages underserved communities, making high-quality theater accessible to those who cannot afford attendance at other arts activities in the city. TourCo also visits rural communities that have few or no arts and culture offerings in their area.

52% of the venues on the 2022 tour are in low- to moderate-income communities: on average, 73% of these residents earn an annual income of \$66,080 or less.

2022's tour will be the Festival's second tour to public parks across the bi-state. Audiences across Missouri and Illinois are looking forward to our return this summer:

- "Thanks for coming to Ferguson!"
- "We truly were delighted to attend in our hometown of Hermann."
- "Can't wait for you to come back to Collinsville!"

The Living Study Guide that accompanied the 2021 tour of OTHELLO was impactful for audiences of all ages—children and adults:

- "I absolutely LOVED the production of OTHELLO. Especially the education piece at the beginning. That made the piece accessible to those who did not know the story of the play."
- "We 'loved' the exposition at the start of the show... And discussing the themes of perception: excellent."
- "I liked that you not only pointed out the racial prejudices, but also the problem of manipulation and 'What can you believe?'"

Success of the tour is measured by...

- Accomplishments and accolades for casts and creative team;
- Diversity of the casts and creative team;
- Total number and diversity of the audience;
- Media coverage by local outlets; and
- Audience reaction to the performances. Post performance emails requesting feedback will measure audience members' response to the show.



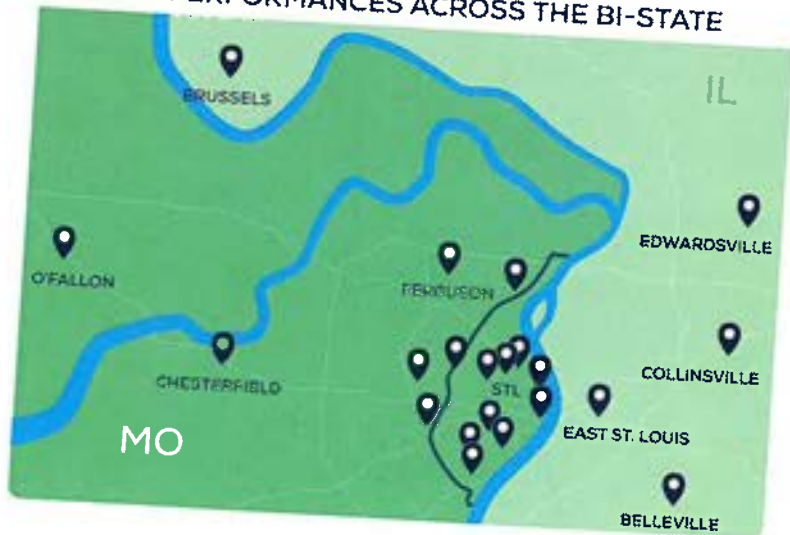
TourCo

Free theater in your own backyard!
It's a traveling show unlike any other.

TourCo stages an abridged Shakespeare play in 20+ parks across the bi-state with six actors in multiple roles. A pre-performance conversation introduces Shakespeare's text, characters, and themes to a modern audience. Then it's 90 minutes of incredible theater in your local park.

TourCo strives to reach diverse communities in the region. Over 90% of performances are hosted in low- to middle-income neighborhoods. The tour also visits rural communities with limited access to the cultural offerings of St. Louis. Because there are no tickets or admission fees at TourCo, our audiences draw a strong connection between these hyper-local performances and the generous sponsors who make it possible.

20+ PERFORMANCES ACROSS THE BI-STATE



🏆 First outdoor theater tour in the region

🏆 450 miles traveled across MO and IL

“ Thanks for coming to Ferguson! ”

“ We truly were delighted to attend in our hometown of Hermann. ”

“ Can't wait for you to come back to Collinsville! ”

TOURCO 2022

🎭 A Midsummer Night's Dream
Directed by Tre'Von Griffith

📅 AUG 1 - 27
(nightly, excluding Mondays)

ST·LOUIS SHAKESPEARE FESTIVAL

Board of Directors

Chair: Ed Macias, Provost Emeritus, Washington University in St. Louis

Vice Chair/Treasurer: Brian Hayden, President, Collaborative Strategies, Inc.

Secretary: Pam Trapp, Community Volunteer

Meredith Boggess – Vice President of Experience and Engagement, John O’Leary Live Inspire

Greta K. Brown – Vice President Human Resources Corporate Information Technology, Emerson

Stacy Clay – Sr. Vice President, Midwest Metro Retail Leader/Director of Community Affairs, First Bank

Jean Daniel-Gentry – Community Volunteer

Alison Ferring – Community Volunteer

James Hardin – Vice President, JP Morgan Chase

Jessica L. Holzer – Retired, Managing Director, Citigroup

Mont S. Levy – Retired, Wealth Advisor & Board Member, Buckingham Asset Management

Sandra R. Mesker – RedKey Realty Leaders St Louis

Carla Miller – Teacher, Clayton School District

Odester Morais-Saunders – Community Volunteer

John Nickel – President, Switch

Vanessa Okwuraiwe – Principal, Edward Jones

Thomas F. Schlafly – Thompson Coburn LLP; Co-Founder & Co-Chairman of the Board, The Saint Louis Brewery

Dr. Sherman Silber – Director, Infertility Center of St. Louis

Julie Thomas Sward, Partner, Moneta

Mark P. Taylor – Dean, Olin Business School, Washington University in St. Louis

Henry Warshaw – CEO, Virtual Realty Enterprises, LLC.

Henry S. Webber – Principal, Urban Impact Advisors

Founder: Crosby Kemper III

Chairman Emeritus: Marvin Moskowitz

Founding Managing Director: Lana Pepper

ST·LOUIS SHAKESPEARE FESTIVAL

ORGANIZATIONAL AND EVENT STAFF

Tom Ridgely, Producing Artistic Director

Susan Rowe Jennings, General Manager

Austin Skinner, Director of Development

Tori Rezek, Development Manager

Allie Magee, Marketing & Communications Manager

Colin O'Brien, Associate Producer

Adam Flores, Manager of Community Engagement & Education

Charlie Tatum, Administrative Coordinator

ST. LOUIS SHAKESPEARE FESTIVAL

	FY22
	Budget
REVENUE	
Contributed	
Individual	\$ 675,000
Institutional:	
Corporate/Foundation	\$ 760,000
Government	\$ 81,219
Total Institutional	\$ 841,219
Special Event Net	\$ 180,000
Contributed Revenue	\$ 1,696,219
Earned	
Box Office	\$ 55,000
Contracted Services	\$ 27,500
Tuition	\$ -
Other: Ads, Merchandise (net), Concessions, Misc.	\$ 35,700
Earned Revenue	\$ 118,200
TOTAL REVENUE	\$ 1,814,419
EXPENSES	
Program - Personnel	\$ 293,819
Education - Personnel	\$ 16,000
Technical/Production - Personnel	\$ 134,019
Staff	\$ 516,750
Fees	\$ 19,900
Taxes and Benefits	\$ 216,820
Non-Personell Program	\$ 321,120
Marketing/Communications	\$ 96,077
Space Rental	\$ 66,432
Outside Professional Services	\$ 27,400
General/Admin	\$ 101,245
TOTAL EXPENSES	\$ 1,809,582

N00058830
Date Filed: 8/26/2021
John R. Ashcroft
Missouri Secretary of State

*** SECTION 1, 3 & 4 ARE REQUIRED**

REPORT DUE BY: 8/31/2021

N00058830
 St. Louis Shakespeare Festival
 THOMAS E. RIDGELY
 5715 ELIZBETH AVENUE
 SAINT LOUIS MO 63110

ORGANIZED UNDER THE LAWS OF:
Missouri

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

3333 Washington Ave (Required)

1 Suite 203

STREET
 Saint Louis MO 63103-1118

CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent
 IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address 3333 Washington Ave Suite 203 Saint Louis MO 63103-1118

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u>	A	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST THREE DIRECTORS BELOW</u>	B
<u>PRESIDENT</u> Macias, Edward STREET 4545 Lindell Blvd CITY/STATE/ZIP Saint Louis MO 63108-2033		<u>NAME</u> Jonagan, R. Alan STREET 505 N. 7th Street CITY/STATE/ZIP St. Louis MO 63101	
<u>SECRETARY</u> Trapp, Pam STREET 12 Squires Lane CITY/STATE/ZIP Saint Louis MO 63131		<u>NAME</u> Millier, Carla STREET 5115 Saint Charles Place CITY/STATE/ZIP St. Louis MO 63119	
<u>TREASURER</u> Hayden, Brian STREET 840 Audubon Drive CITY/STATE/ZIP Saint Louis MO 63105		<u>NAME</u> Ferring, Alison STREET 4545 Lindell Blvd. CITY/STATE/ZIP St. Louis MO 63108	
STREET CITY/STATE/ZIP		<u>NAME</u> Patterson, Ian STREET 733 Arbor Ridge Ct CITY/STATE/ZIP Ballwin MO 63021	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

4 Authorized party or officer sign here _____ (Required)

Please print name and title of signer: _____

NAME / TITLE

REGISTRATION REPORT FEE IS:
 ___\$10.00 If filed on or before 8/31/2021
 ___\$15.00 If filed after 9/30/2021

Corporation will be administratively dissolved if report is not filed by 11/29/2022

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): _____

John R. Ashcroft Secretary of State
 2021 ANNUAL REGISTRATION REPORT
 NONPROFIT

N00058830
 St. Louis Shakespeare Festival
 THOMAS E. RIDGELY
 5715 ELIZBETH AVENUE
 SAINT LOUIS MO 63110

OFFICERS (Continued)

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).

STREET
 CITY/STATE/ZIP

BOARD OF DIRECTORS (Continued)

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).

DIR.
 STREET
 CITY/STATE/ZIP

Taylor, Mark P
 6365 Ellenwood Ave
 Clayton MO
 63105

DIR.
 STREET
 CITY/STATE/ZIP

Schiafly, Thomas F.
 One US Bank Plaza 35th Fl
 St. Louis MO
 63101

DIR.
 STREET
 CITY/STATE/ZIP

Silber, Sherman
 224 S. Woods Mill Road Ste 730
 St. Louis MO
 63017

DIR.
 STREET
 CITY/STATE/ZIP

Brown, Greta K.
 8000 W. Florissant Ave. MS 1805
 St. Louis MO
 63136

DIR.
 STREET
 CITY/STATE/ZIP

Trapp, Pam
 12 Squires Lane
 St. Louis MO
 63131

DIR.
 STREET
 CITY/STATE/ZIP

Nickel, John K
 6600 Manchester Ave
 St. Louis MO
 63139

DIR.
 STREET
 CITY/STATE/ZIP

Holzer, Jessica L
 1000 Technology Dr
 St. Louis MO
 63368

DIR.
 STREET
 CITY/STATE/ZIP

Levy, Mont S
 8182 Maryland Ave
 Clayton MO
 63105

DIR.
 STREET

Schock, Bevis
 7777 Bonhomme Ave.

John R. Ashcroft Secretary of State
 2021 ANNUAL REGISTRATION REPORT
 NONPROFIT

	CITY/STATE/ZIP	St. Louis MO 63105
	<u>DIR.</u> STREET CITY/STATE/ZIP	Weisbrod, Michael W. 135 N. Meramec Clayton MO 63105
	<u>DIR.</u> STREET CITY/STATE/ZIP	Morgan, Mary 25 Kentom Dr. St. Louis MO 63132
	<u>DIR.</u> STREET CITY/STATE/ZIP	Obata , Kiku 6161 Delmar Blvd. St. Louis MO 63112
	<u>DIR.</u> STREET CITY/STATE/ZIP	Daniel-Gentry, Jean 141 N. Forsyth Blvd. St. Louis MO 63105
	<u>DIR.</u> STREET CITY/STATE/ZIP	Boggess, Meredith 8182 Maryland Avenue Saint Louis MO 63105
	<u>DIR.</u> STREET CITY/STATE/ZIP	Hardin, James A. 7700 Forsyth Blvd., Ste. 1200 Saint Louis MO 63105
	<u>DIR.</u> STREET CITY/STATE/ZIP	Jonagan, R. Alan 505 N. 7th Street, 16th Floor Saint Louis MO 63101
	<u>DIR.</u> STREET CITY/STATE/ZIP	Mesker, Sandy 10333 Clayton Road Saint Louis MO 63131
	<u>DIR.</u> STREET CITY/STATE/ZIP	Lowther, Thomas 7700 Forsyth Blvd. Suite 1800 St. Louis MO 63105
	<u>DIR.</u> STREET CITY/STATE/ZIP	Clay, Stacy 600 James S McDonnell Blvd Hazelwood MO 63042-2302

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

John R. Ashcroft Secretary of State
2021 ANNUAL REGISTRATION REPORT
NONPROFIT

	<u>DIR.</u> STREET CITY/STATE/ZIP	Morais-Saunders, Odester 665 S Skinker Blvd Saint Louis MO 63105-2313
	<u>DIR.</u> STREET CITY/STATE/ZIP	Okuraiwe, Vanessa 12555 Manchester Rd Saint Louis MO 63131-3710
	<u>DIR.</u> STREET CITY/STATE/ZIP	Warshaw, Henry 100 S Brentwood Blvd Saint Louis MO 63105-1684
	<u>DIR.</u> STREET CITY/STATE/ZIP	Webber, Henry S. 1 Brookings Dr Saint Louis MO 63130-4862
	<u>DIR.</u> STREET CITY/STATE/ZIP	Sward, Julie Thomas 100 S Brentwood Blvd Saint Louis MO 63105-1684



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

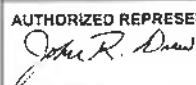
PRODUCER The Daniel and Henry Co. 1001 Highlands Plaza Drive West Suite 500 Saint Louis, MO 63110	CONTACT NAME: PHONE (A/C, No, Ext): (314) 421-1525 E-MAIL ADDRESS: info@danielandhenry.com FAX (A/C, No): (314) 444-1990													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Secura Insurance</td> <td>22543</td> </tr> <tr> <td>INSURER B: Travelers Casualty Insurance Company of Americ</td> <td>19046</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Secura Insurance	22543	INSURER B: Travelers Casualty Insurance Company of Americ	19046	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Shakespeare Festival St. Louis 3333 Washington Avenue Saint Louis, MO 63103														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20CP00321345011	10/2/2021	10/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		20A00321346111	10/2/2021	10/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6JUB-6R08753-5-21	10/2/2021	10/2/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		20CP00321345011	10/2/2021	10/2/2022	Leased/Rented Equip 31,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event to be held 8/26/2022

CERTIFICATE HOLDER The Grove Chroma Plaza 4041 Chouteau Ave Saint Louis, MO 63110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Project Budget

ST. LOUIS SHAKESPEARE FESTIVAL	TourCo: A Mid Summer Night's Dream		
Expenses	Total Project Expenses	Amount Requested from Funder	
Salary and Benefits (cast and stage management)	\$ 46,171	\$	1,796
Contract Services (director, designers, production crew)	\$ 14,500	\$	564
Occupancy (e.g. rent, utilities, maintenance)	\$ -	\$	-
Training & Professional Development	\$ -	\$	-
Insurance	\$ -	\$	-
Travel	\$ 400	\$	16
Equipment	\$ -	\$	-
Supplies	\$ -	\$	-
Printing, Copying & Postage	\$ -	\$	-
Evaluation	\$ -	\$	-
Marketing	\$ 10,000	\$	389
Conferences, meetings, etc.	\$ -	\$	-
Administration (staff percentage of salary and benefits)	\$ 43,930	\$	1,709
*Other - Production & Sets (transport, supplies, materials, props)	\$ 6,200	\$	241
*Other - Audio rental	\$ 3,000	\$	117
*Other - Costumes (materials, laundry)	\$ 2,950	\$	115
*Other - Rehearsal expenses and supplies	\$ 350	\$	14
*Other - Touring Van maintenance	\$ 247	\$	10
*Other - ASL & Audio Description	\$ 800	\$	31
TOTAL EXPENSES	\$ 128,548	\$	5,000
Revenue	Committed	Pending	Planned
Contributions, Gifts, Grants, & Earned Revenue			
Local Government			
State Government			
Federal Government	\$ 20,000		
Individuals	\$ 20,000		\$ 21,548
*Foundation -			
*Foundation -			
*Foundation -			
*Corporation- Red Key Realty			\$ 25,000
*Corporation - Grove Community Improvement District			\$ 5,000
*Corporation - City of O'Fallon		\$ 1,000	
*Corporation - City of Chesterfield		\$ 1,000	
*Corporation - Central West End Community Improvement District		\$ 2,500	
*Corporation - City of Manchester		\$ 1,000	
*Corporation - Cherokee Street Community Improvement District		\$ 1,500	
*Corporation - Various			\$ 25,000
Membership Income			
Program Service Fees			
Products			
Fundraising Events (net)			
Investment Income			
In-Kind Support			
*Other -			
TOTAL REVENUES	\$ 40,000.00	\$ 7,000.00	\$ 76,548.00

THE SHAKESPEARE FESTIVAL ST. LOUIS
INCORPORATED UNDER THE MISSOURI NONPROFIT
CORPORATION ACT

BY-LAWS

AMENDED AND RESTATED AS OF OCTOBER 7, 2019

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**BY-LAWS OF
THE SHAKESPEARE FESTIVAL ST. LOUIS**

ARTICLE I: LOCATION AND OFFICES

Section 1:1 Principal Office.

The principal office of The Shakespeare Festival St. Louis (the "Festival") shall be at such place as the Board of Directors (the "Board") may from time to time determine, but until a change is effected such principal office shall be at 5715 Elizabeth Avenue, St. Louis, Missouri 63110 (*address updated*).

ARTICLE II: MEMBERS

Section 2:1 No Voting Members.

The Festival may have members, and the Board may establish one or more titles or classes of membership, including honorary memberships to recognize persons who have contributed in a special way to the purposes for which the Festival has been formed, whether academically, financially or otherwise. No member shall be entitled to vote on any matter affecting the Festival, and no member, as such, shall participate in the management of the Festival.

ARTICLE III: DIRECTORS

Section 3:1 General Powers.

The Board shall control and manage the business and property of the Festival and shall have ultimate responsibility for its activities and affairs, including its finances, and in that connection shall adopt a budget for each fiscal year. The Board may exercise all powers of the Festival and do all lawful acts and things, as are not by law, the Articles of Incorporation, or elsewhere in these By-Laws, required to be exercised or done by some particular officer of the Festival.

Section 3:2 Number.

The number of Directors constituting the Board shall be determined by, and may be increased or decreased from time to time by resolution adopted by a majority of the entire Board, provided that such number shall always be at least twenty but not more than forty.

Section 3:3 Election.

Directors may be elected at any time. Terms shall expire as of the Festival's annual meeting. At each annual meeting, the Directors then serving, including all Directors whose terms of office expire at such meeting, shall elect Directors to fill vacancies, including newly-created directorships, if any, and vacancies resulting from expiration of terms.

Section 3:4 Term of Office; Term Limit.

Each Director, unless removed, resigned, disqualified, or otherwise separated from office, shall hold office for a term of three years and may serve no more than three consecutive three-year terms, following which such Director may be eligible for reelection only after remaining off the Board for at least one year. A Director who was elected at any time other than an annual meeting shall be deemed to start his or her first three year term at the next annual meeting.

Section 3:5 Removal.

Any Director elected by the Board may be removed at any time and for any reason by the vote of two-thirds of the Directors then in office.

Section 3:6 Resignation; Deemed Resignation Resulting From Absences.

A Director can resign at any time by delivering written notice to the Board, the Chairman or the Secretary. The resignation will become effective upon delivery of the notice unless the notice specifies a later effective date.

A Director who is absent without excuse from four consecutive Board meetings shall be deemed to have resigned as a Director, and shall be notified to that effect by the Secretary.

Section 3:7 Vacancies.

Any vacancy occurring in the Board, including a vacancy resulting from an increase in the number of Directors, shall be filled by the Board. If the Directors remaining in office constitute fewer than a quorum of the Board, the Directors may fill the vacancy by the affirmative vote of a majority of the Directors remaining in office.

Section 3:8 Compensation of Directors.

No Director shall be entitled to compensation for his or her services as a Director, including attendance at any meeting of the Board or any Committee thereof. Notwithstanding the foregoing, a Director may be compensated for non-Director duties performed for the Festival.

Section 3:9 Reimbursement of Expenses.

The Board may provide that Directors receive reimbursement for transportation and other expenses incident to their attendance at any meeting of the Board or any Committee thereof.

Section 3:10 Annual Meeting.

The Board shall hold an annual meeting each year, on such day during the month of October, at such time as designated by the Chairman. The Secretary shall notify each Member of the Board of the date, time and place of such meeting sufficiently in advance of the meeting date to provide each Director with reasonable notice, but not less than two days in advance of the meeting. Such notice may be given by any reasonable method, including by electronic means.

Section 3:11 Regular Meetings.

The Board may, by resolution, establish a schedule for, and hold regular meetings, at such intervals and at such time and place as the Board may determine, and shall deliver a copy of such resolution to each Director, and thereafter the scheduled meetings may be held without further notice thereof to the Directors.

Section 3:12 Special Meetings.

Special meetings of the Board may be called by the Chairman or at least one-fourth of the Directors then in office upon delivery to each Director, of not less than two days' notice of the date, time, place, and purpose of the meeting.

Section 3:13 Place of Meeting.

The Board shall hold its meetings at the principal office of the Festival or at such other place in the City or County of St. Louis, Missouri as it may from time to time determine.

Section 3:14 Telephonic Meetings.

Directors may participate in a meeting of the Board by using any means of communication through which all Directors participating may simultaneously hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 3:15 Quorum; Act of the Board.

Except as otherwise provided by law or by the Articles of Incorporation, one-third of the Directors in office immediately before commencement of a meeting shall constitute a quorum for the transaction of business and, except as otherwise provided by law or these Bylaws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the Directors present at a meeting, or the Director, if there be only one present, or the Secretary if there be no Director present, may adjourn the meeting to a different day (not to exceed thirty days), time and/or place until a quorum be had. No notice other than announcement at the meeting need be given of the date, time and/or place of such adjourned meeting.

Section 3:16 Actions By Board Without a Meeting.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if written consent, setting forth the action taken, is signed by at least that number of Directors that would be necessary to take such action at a meeting of the Board at which all Directors were present. Such consent shall be filed with the records of the Festival. Signatures may be obtained by counterpart, electronically, by telefax or in any manner authorized by Section 355.381, Missouri Revised Statutes, as amended. The consents shall have the same force and effect as a vote of the Directors at a meeting duly held and may be stated as such in any certificate or document filed pursuant to the provisions of Missouri law.

Section 3:17 Actions Requiring Two-Thirds Vote.

The following actions required the approval of two-thirds of the Directors:

- (a) Amendment of the Festival's Articles of Incorporation;
- (b) Establishment or dissolution of the Executive Committee or, subject to the limitations established by these By-Laws, adding to or diminishing the powers granted to the Executive Committee;
- (c) Sale or mortgage of all or substantially all of the Festival's assets;
- (d) Any borrowing in excess of \$50,000;
- (e) Merger or consolidation of the Festival with any other entity;
- (f) Liquidation and dissolution of the Festival; and
- (g) Amendment of this Section 3:17 or Section 7:2.

ARTICLE IV: STANDING AND OTHER COMMITTEES

Section 4:1 The Executive Committee.

The Festival may have an Executive Committee composed of not less than seven Directors, including *ex officio* the Chairman, Vice Chairman/Chairman-Elect, if any, Secretary and Treasurer. The remaining Executive Committee members shall also be Directors, shall be appointed by a majority of all the Directors in office, and shall serve at the pleasure of the Board. The Chairman shall be the Chairman of the Executive Committee. This Committee shall:

- (a) periodically review the performance of the Executive Director;
- (b) with input from the Executive Director, establish staffing needs and develop personnel policies, including salary ranges and employee benefits;

(c) the Executive Committee shall be provided with a final copy of the Festival's Form 990 and any other forms filed with the United States Internal Revenue Service; and

(d) appoint members of the Festival's various Committees.

Subject to the limitations in Sections 3:17 and 4:6, and to the extent provided in the resolution of the Board establishing the Executive Committee, the Executive Committee shall have and may exercise all of the powers of the Board while the Board is not in session. Subject to the requirements of this Section, a majority of all of the Directors in office may remove non *ex officio* members of the Executive Committee and fill vacancies in the membership of the Executive Committee.

Section 4:2 Finance Committee.

The Festival shall have a Finance Committee composed of such number of members as the Board may establish from time to time. This Committee shall be chaired by a Board member and a majority of its members shall be members of the Board. A majority of all the Directors in office may remove any member of this Committee. This Committee shall:

(a) Provide general financial oversight for the Festival by reviewing monthly financial statements, and authorize and review a yearly audit prepared by independent Certified Public Accountants.

(b) Review and recommend the annual budget to the Board for discussion and approval.

(c) Review the Festival's insurance policies at periodic intervals making sure realistic liability levels are reflected in the policies.

(d) Review the Festival's accounting policies.

(e) Advise the Board and committees of the probable financial impact of proposed actions.

(f) Review and approve the Festival's Form 990 and any other forms required to be filed with the United States Internal Revenue Service.

Section 4:3 Development Committee.

The Festival shall have a Development Committee composed of such number of members as the Board may establish from time to time. This Committee shall be chaired by a Board member and sixty percent of its members shall be members of the Board who shall be appointed by a majority of all of the Directors in office. Subject to such requirement, the Chairman of the Board may also appoint persons who are not members of the Board to serve on this Committee. A majority of all the Directors in office may remove any member of this Committee, and the Chairman may remove any member who is not a member of the Board. This Committee shall:

- (a) Recommend annual giving and fund-raising goals to the Board.
- (b) Identify and cultivate major prospects for support and recruit key volunteer leadership and solicitors for the Festival's fund-raising.
- (c) Review and make recommendations to the Board regarding proposals for fund-raising activities, and coordinate and delineate responsibilities for all major revenue-affecting events.
- (d) Oversee and evaluate results of the development program and all fund-raising activities.

Section 4:4 Nominating and Board Development Committee.

The Festival shall have a Nominating Committee composed of such number of members as the Board may establish from time to time. This Committee shall be chaired by a Board member and sixty percent of its members shall be members of the Board who shall be appointed and may be removed by a majority of all of the Directors in office. Subject to such requirement, the Chairman of the Board may also appoint persons who are not members of the Board to serve on this Committee. A majority of all the Directors in office may remove any member of this Committee, and the Chairman may remove any member who is not a member of the Board. This Committee shall:

- (a) Review Board composition and the expertise needs of the Board in anticipation of future vacancies, and work to enhance the diversity of the Board.
- (b) Solicit nominations of qualified candidates to fill board vacancies and maintain a file of potential Board members.
- (c) Review and propose candidates for Board membership for approval by the Board.
- (d) Share with potential nominees what is expected of Board members.
- (e) Review and propose a selection of officers for approval by the Board.
- (f) Establish and oversee a Board orientation process.
- (g) Develop and conduct programs to engage Board members and educate them as to the mission and goals of the Festival, expand their knowledge regarding the Festival's operations and activities, and motivate them to further engage the community at large in the Festival's activities.
- (h) Help plan Board retreats and Board education activities.
- (i) Conduct an annual evaluation of the Board.

Section 4:5 Other Committees.

The Festival may have other Committees, such as a marketing committee or strategic planning committee, composed of such number of members as the Board may establish from time to time. Such Committees shall be chaired by a Board member and sixty percent of its members shall be members of the Board who shall be appointed by a majority of all of the Directors in office. Subject to such requirement, the Chairman of the Board may also appoint, and may remove, persons who are not members of the Board to serve on such committees. A majority of all the Directors in office may remove any member of such Committee, and the Chairman may remove any member who is not a member of the Board. Such other committees shall have such purposes and powers as the Board or Executive Committee may specifically confer, subject to the limitations in Section 4:6 below. The Board shall designate one Director as the Chairman of the Committee. Subject to Section 4:6 below, the Board shall have the power at any time to expand or limit the authority of, dissolve, fill vacancies in, or change the membership of, any such Committee.

Section 4:6 Limited Authority of Committees.

The Board may not delegate to any Committee the authority to (a) elect, appoint, or remove Directors or fill vacancies on the Board or, except as provided in Section 4:1, appoint or remove members of any Committee, (b) adopt, amend, or repeal the Festival's Articles of Incorporation or By-Laws, or (c) take any of the actions listed in Section 3:17.

Section 4:7 Meetings of Committees.

Committees may provide for regular meetings to be held with or without notice at such time and place as the Committee may fix from time to time. Special meetings of Committees may be called by the chairman of such committee or one-fourth of the members of such committee upon delivery to each Committee member of notice of the date, time, place, and purpose of the meeting. Such notice shall be given at least two days in advance of the meeting date, and may be given by any reasonable method, including by electronic means. Any member may, or upon request by any member, the Secretary shall, give the required notice calling the meeting. Each Committee shall keep a record of its proceedings, and shall regularly report its activities to the Board.

Section 4:8 Actions of Committees.

Unless otherwise provided by the Board, a majority of the members of any Committee shall constitute a quorum, and the act of a majority of the members present at a meeting of any Committee at which a quorum is present shall be the act of such Committee. Any action which is required to be or may be taken at a meeting of any Committee established by the Board may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all members of the Committee and filed with the records of the Festival. The consents shall have the same force and effect as a unanimous vote of the Committee at a meeting duly held and may be stated as such in any certificate or document filed pursuant to the provisions of Missouri law.

ARTICLE V: OFFICERS

Section 5:1 Principal Executive Officers.

The Officers of the Festival shall be the Chairman, a Vice Chairman/Chairman-Elect (if any), a Secretary, a Treasurer, and such other officers as are appointed by the Board. Each Officer must be a member of the Board and shall have such authority and perform such duties as provided in these By-Laws or as the Board may determine from time to time.

Section 5:2 Appointment, Term of Office and Compensation.

The Board shall appoint the Officers of the Festival at the annual meeting, to hold office until the following annual meeting. Normally, candidates for office will be recommended by the Nominating Committee, but this shall not preclude Board members from nominating other candidates. The Board may fill a vacancy in any position at any time. Officers shall serve without compensation.

Section 5:3 Chairman and President.

The Chairman shall also be the President of the Festival, and shall preside at all meetings of the Board and have general charge of the activities of the Festival. The Chairman will be elected for an initial two-year term and, if willing, may be elected for an additional one-year term. The Chairman shall keep the Board informed of his or her activities on behalf of the Festival. In addition, the Chairman shall perform such other duties as from time to time may be assigned to the Chairman by law, the Board or these By-Laws.

Section 5:4 Vice Chairman/Chairman-Elect.

It is not required that the Festival have a Vice Chairman/Chairman-Elect at all times. It is instead expected that a Vice Chairman/Chairman-Elect will be elected approximately half-way through the second year of the Chairman's term of office and will therefore normally serve in such position for either six or eighteen months, approximately. The Vice Chairman/Chairman-Elect, if any, shall have such powers and shall perform such duties as may be assigned to him or her by law, the Board, the Chairman or these By-Laws. In the absence or disability of the Chairman, or at any time upon his or her request, the powers and duties of the Chairman shall be performed by the Vice Chairman. A Vice Chairman serving in that position during the final year of a Chairman's tenure will, barring unforeseen or extraordinary circumstances, become Chairman at the next annual meeting.

Section 5:5 Immediate Past Chairman.

Upon the completion of his or her final term as Chairman, such individual shall become Immediate Past Chairman and shall serve in that position for one year, until the next succeeding annual meeting. The Immediate Past Chairman need not be a member of the Board and is not an

officer of the Festival. Since a Chairman is expected to serve a minimum of two, and possibly three, years, there will be periods when there will be no Immediate Past Chairman. The Immediate Past Chairman, if there is one, shall be available to provide advice and counsel to the Chairman as requested and shall perform such other duties as may be assigned by the Board.

Section 5:6 Secretary.

The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; and shall be custodian of the Festival's records, keep a register of the post office addresses of all Directors, and have general charge of the books and records of the Festival. The Secretary shall be responsible for preparing minutes of the Director's meetings and for authenticating records of the Festival. In addition the Secretary shall perform such duties and have such powers as may be assigned to the Secretary by law, the Board, the Chairman or these By-Laws.

Section 5:7 Treasurer.

The Treasurer shall have custody of, and be responsible for, all the funds and securities of the Festival and shall deposit and withdraw such funds and securities in and from such banks, trust companies, or other depositories as shall be selected in accordance with resolutions adopted from time to time by the Board. The Treasurer shall also prepare, annually, and present to the Board for its review, modification and/or approval a proposed a budget for the following fiscal year. The Treasurer shall also have custody of and be responsible for the maintenance of the books of account of the Festival, and shall perform such other duties as from time to time may be assigned to the Treasurer by law, the Board, the Chairman or these By-Laws.

Section 5:8 Bonding.

If so required by the Board, an Officer shall give bond in such form and amount and with such sureties as the Board may provide for the faithful discharge of his or her duties, but the premiums for any such bond shall be borne by the Festival.

Section 5:9 Resignation of Officers.

An Officer may resign at any time by delivering notice to the Festival. A resignation is effective when the notice is delivered unless the notice specifies a future effective date.

Section 5:10 Removal of Officers.

The Board may remove any Officer at any time and for any reason or no reason.

Section 5:11 Chief Executive; Staff.

The Board may hire a chief executive and designate his or her title, and shall establish the terms and conditions of such person's employment, including compensation. The Board or the

chief executive may also engage such full-time, part-time or seasonal staff as the activities of the Festival require, and compensate them for their services.

ARTICLE VI: INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHERS

Section 6:1 Liabilities Covered.

(a) The Festival shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Festival, by reason of the fact that he or she is or was a Director or Officer of the Festival or, at the request of the Festival and in addition to his or her service as a Director or Officer of the Festival, is or was serving as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees and expenses), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, to the full extent and under the circumstances permitted by law; provided, however, that the Festival shall have no obligation to pay any amounts hereunder with respect to any settlement to which it has not previously agreed in writing.

(b) In addition, the Festival may (but shall not be obligated to) indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was an employee or agent of the Festival or is or was serving at the request of the Festival as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees and expenses), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, to the full extent and under the circumstances permitted by law.

(c) Indemnification under sections 1 and 2 shall or may (as the case may be) be provided hereunder only if the conduct of the person to be indemnified is finally adjudged to have been performed in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Festival, and with respect to any criminal actions or proceedings, the person had no reasonable cause to believe his or her conduct was unlawful.

(d) Notwithstanding anything set forth herein, no indemnity shall be paid by the Festival in respect of remuneration paid to any person if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law.

Section 6:2 Procedures for Indemnification.

Any indemnification under the first paragraph (a) of Section 6:1 (unless ordered by a court) shall be made by the Festival unless a determination is reasonably and promptly made that indemnification is not proper in the circumstances because the person to be indemnified has not satisfied the conditions set forth in such paragraph. Any indemnification under paragraph (b) of

Section 6:1 (unless ordered by a court) shall be made as authorized in a specified case upon a determination that indemnification is proper in the circumstances because the person to be indemnified has satisfied the conditions set forth in such paragraph. Any such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, by independent legal counsel in a written opinion.

Section 6:3 Advance Payment of Expenses.

(a) With respect to any person entitled to be indemnified under paragraph (a) of Section 6:1, expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Festival in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the person seeking such advance to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Festival as authorized in this Article VI.

(b) With respect to any person who may be indemnified under paragraph (b) of Section 6:1, expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Festival in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of the Festival in a specific case upon receipt of an undertaking by or on behalf of the person seeking such indemnification to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Festival as authorized in this Article VI.

Section 6:4 Extent of Rights Hereunder.

The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under the Articles of Incorporation, Bylaws, and/ or any agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee, or other agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6:5 Purchase of Insurance.

To the extent permitted by the Missouri Nonprofit Corporation Act, as in effect and applicable from time to time, the Board shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer or employee of the Festival or is or was serving at the request of the Festival as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against any liability asserted against such person or incurred by such person in such capacity or arising out of his or her status as such, whether or not the Festival would have the power to indemnify him or her against such liability under the provisions of the Missouri Nonprofit Corporation Act. The Festival may also, in the discretion of the Board, purchase and maintain such insurance for its agents or extend to its agents the insurance provided for its directors, officers and employees.

Section 6:6 Indemnification Agreements.

With respect to any of the persons who shall or may be indemnified pursuant to paragraph (a) of Section 6:1, the Festival may enter into written agreements providing for the mandatory indemnification of such persons in accordance with the provisions of this Article VI.

ARTICLE VII: MISCELLANEOUS

Section 7:1 Corporate Seal.

The Festival shall have no seal.

Section 7:2 Amendments of By-Laws.

The Board may amend these By-Laws upon the vote of two-thirds of the entire Board.

Notice of the meeting at which such amendment is considered shall state that a purpose of the meeting is to consider a proposed amendment to the By-Laws and shall contain or be accompanied by a copy or summary of the proposed amendment.

Section 7:3 Notice.

Notice of meetings of the Board and Committees shall be delivered either in person, by telefax, by electronic mail, or by mail, postage prepaid and addressed to each Director at the Director's address, electronic mail address, or telefax number as it appears on the records of the Festival. Written notice delivered by mail shall be deemed delivered upon the earlier of receipt or three days after deposit of the notice in the United States mail, as evidenced by the postmark, if mailed to the address of such Director in the Festival's records and with first class postage affixed. Written notice delivered by telefax shall be deemed delivered upon transmission.

Section 7:4 Waiver.

Any individual may waive any notice required by law, the Articles of Incorporation or these Bylaws at any time. The waiver must be in writing, signed by the individual entitled to the notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting shall constitute a waiver of notice of such meeting except where such individual (a) objects to the transaction of any business because the meeting is not lawfully called or convened, and (b) does not vote for or assent to the objected to action.

Section 7:5 Use of Funds and Property.

All funds and properties belonging to the Festival shall be applied for the purposes for which the Festival is formed as specified in its Articles of Incorporation.

Section 7:6 Acceptance or Rejection of Gifts.

The Board in its judgment may for any reason accept or reject on behalf of the Festival any money, securities, real or personal property, or any other property or any services, offered to the Festival by any person, corporation, or other organization, or by any federal, state, or other governmental authority or agency.

Section 7:7 Execution of Instruments.

All checks, promissory notes, contracts, or other instruments to be signed by the Festival shall be signed by such Officer, Officers or designee(s) as the Board may from time to time direct.

Section 7:8 Voting of Stock Owned by Festival.

Unless otherwise provided by the Board, the Chairman shall have full power and authority on behalf of the Festival (a) to act and vote, either in person or by proxy, as fully as the Festival might do if present, at any meeting of the holders of securities having voting rights which the Festival may own; (b) to waive notice of and consent to the holding of any such meeting; and (c) to sign a consent to action in lieu of such meeting.

Section 7:9 Registered Securities Owned by Festival.

Stock or other registered securities owned by the Festival may, if determined by the Board, be issued in the name of a nominee designated by the Board, or the Board may establish a trust or agency account with a bank or trust company in which such stock or other securities may be held, and may delegate to the trustee or agent such investment powers as it may see fit, including specifically full power and authority to make investments at the sole discretion of such trustee or agent. The Board may pay any such trustee or agent such compensation as the Board deems reasonable.

Section 7:10 Severability.

If any word, clause or provision of these By-Laws shall, for any reason, be determined to be invalid or ineffective, the other provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 7:11 Books and Records.

Except as the Board may otherwise direct or as may be required by law, the Festival shall keep its books and records at its principal office.

Section 7:12 Deposit of Funds.

All funds of the Festival shall be deposited from time to time to the credit of the Festival in such banks, trust companies, or other depositories as the Board may select.

Section 7:13 Fiscal Year.

The fiscal year of the Festival shall be established by resolution of the Board. Until changed, the fiscal year shall begin on October 1 and end on the following September 30.

ST·LOUIS SHAKESPEARE FESTIVAL

Financial Statements and Independent Auditors' Report

YEARS ENDED SEPTEMBER 30, 2021 AND 2020



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Independent Auditors' Report

Board of Directors
St. Louis Shakespeare Festival
St. Louis, Missouri

We have audited the accompanying financial statements of St. Louis Shakespeare Festival (a not-for-profit organization), which comprise the statements of financial position as of September 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of St. Louis Shakespeare Festival as of September 30, 2021 and 2020 and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Anders Munkler-Heller & Helms LLP

January 11, 2022

**St. Louis Shakespeare Festival
Statements of Financial Position
September 30, 2021 and 2020**

Assets

	<u>2021</u>	<u>2020</u>
Current Assets		
Cash and cash equivalents	\$ 94,439	\$ 221,017
Accounts receivable, net	-	6,269
Certificates of deposit	56,767	56,648
Unconditional promises to give, net	298,683	164,324
Inventory	12,749	12,784
Prepaid expenses and other current assets	<u>30,041</u>	<u>35,624</u>
Total Current Assets	492,679	496,666
Unconditional Promises to Give	85,000	25,000
Property and Equipment, net	<u>387,822</u>	<u>387,614</u>
Total Assets	\$ <u>965,501</u>	\$ <u>909,280</u>

Liabilities and Net Assets

Current Liabilities		
Accounts payable	\$ 85,506	\$ 1,614
Accrued expenses and other current liabilities	31,055	26,017
Deferred revenue	-	1,525
Total Current Liabilities	116,561	29,156
SBA Paycheck Protection Program Loan	-	76,200
Total Liabilities	<u>116,561</u>	<u>105,356</u>
Net Assets		
Without donor restrictions	598,446	618,430
With donor restrictions	<u>250,494</u>	<u>185,494</u>
Total Net Assets	<u>848,940</u>	<u>803,924</u>
Total Liabilities and Net Assets	\$ <u>965,501</u>	\$ <u>909,280</u>

**St. Louis Shakespeare Festival
Statement of Activities
Year Ended September 30, 2021**

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, Gains, and Other Support			
Contributions			
Individual	\$ 654,175	\$ -	\$ 654,175
Corporate	285,325	-	285,325
Foundation	278,419	170,000	448,419
Government	<u>233,946</u>	<u>20,153</u>	<u>254,099</u>
Total Contributions	1,451,865	190,153	1,642,018
Ticket sales	125,375	-	125,375
Education programs	11,298	-	11,298
Merchandise and concession sales	20,716	-	20,716
Other (See Note 7)	<u>58,032</u>	<u>-</u>	<u>58,032</u>
	<u>1,667,286</u>	<u>190,153</u>	<u>1,857,439</u>
Gross special events revenue	214,860	-	214,860
Less cost of direct benefits to donors	<u>46,532</u>	<u>-</u>	<u>46,532</u>
Net special events revenue	<u>168,328</u>	<u>-</u>	<u>168,328</u>
Net assets released from restrictions:			
Satisfaction of time and usage restrictions	<u>125,153</u>	<u>(125,153)</u>	<u>-</u>
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	<u>1,960,767</u>	<u>65,000</u>	<u>2,025,767</u>
Expenses			
Program Services			
Shakespeare in the Park	788,062	-	788,062
New Works	240,717	-	240,717
Shakespeare in the Streets	125,794	-	125,794
Education	151,067	-	151,067
ABT Across America	<u>153,932</u>	<u>-</u>	<u>153,932</u>
Total Program Services	<u>1,459,572</u>	<u>-</u>	<u>1,459,572</u>
Supporting Activities			
Management and general	266,610	-	266,610
Fundraising	<u>207,620</u>	<u>-</u>	<u>207,620</u>
Total Supporting Activities	<u>474,230</u>	<u>-</u>	<u>474,230</u>
TOTAL EXPENSES BEFORE BAD DEBT AND DEPRECIATION AND AMORTIZATION	<u>1,933,802</u>	<u>-</u>	<u>1,933,802</u>
Non-Cash			
Bad-debt expense	3,042	-	3,042
Depreciation and amortization expense	<u>43,907</u>	<u>-</u>	<u>43,907</u>
Total Expenses	<u>1,980,751</u>	<u>-</u>	<u>1,980,751</u>
Change in Net Assets	(19,984)	65,000	45,016
Net Assets, Beginning of Year	<u>618,430</u>	<u>185,494</u>	<u>803,924</u>
Net Assets, End of Year	<u>\$ 598,446</u>	<u>\$ 250,494</u>	<u>\$ 848,940</u>

**St. Louis Shakespeare Festival
Statement of Activities
Year Ended September 30, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenues, Gains, and Other Support			
Contributions			
Individual	\$ 414,990	\$ 50,000	\$ 464,990
Corporate	197,525	40,000	237,525
Foundation	110,778	38,500	149,278
Government	38,653	45,153	83,806
Total Contributions	<u>761,946</u>	<u>173,653</u>	<u>935,599</u>
Ticket sales	24,783	-	24,783
Education programs	16,685	-	16,685
Merchandise and concession sales	719	-	719
Other	16,755	-	16,755
	<u>820,888</u>	<u>173,653</u>	<u>994,541</u>
Gross special events revenue	179,889	-	179,889
Less cost of direct benefits to donors	26,101	-	26,101
Net special events revenue	<u>153,788</u>	<u>-</u>	<u>153,788</u>
Net assets released from restrictions:			
Satisfaction of time and usage restrictions	<u>178,227</u>	<u>(178,227)</u>	<u>-</u>
TOTAL REVENUES, GAINS, AND OTHER SUPPORT BEFORE IN-KIND CONTRIBUTIONS	<u>1,152,903</u>	<u>(4,574)</u>	<u>1,148,329</u>
In-kind contributions	6,608	-	6,608
Total Revenues, Gains, and Other Support	<u>1,159,511</u>	<u>(4,574)</u>	<u>1,154,937</u>
Expenses			
Program Services			
Shakespeare in the Park	201,373	-	201,373
New Works	307,519	-	307,519
Shakespeare in the Streets	137,367	-	137,367
Education	36,414	-	36,414
Total Program Services	<u>682,673</u>	<u>-</u>	<u>682,673</u>
Supporting Activities			
Management and general	222,830	-	222,830
Fundraising	233,930	-	233,930
Total Supporting Activities	<u>456,760</u>	<u>-</u>	<u>456,760</u>
TOTAL EXPENSES BEFORE BAD DEBT, IN-KIND, AND DEPRECIATION AND AMORTIZATION	<u>1,139,433</u>	<u>-</u>	<u>1,139,433</u>
Non-Cash			
Bad-debt expense	10,403	-	10,403
In-kind expense	6,608	-	6,608
Depreciation and amortization expense	44,796	-	44,796
Total Expenses	<u>1,201,240</u>	<u>-</u>	<u>1,201,240</u>
Change in Net Assets	(41,729)	(4,574)	(46,303)
Net Assets, Beginning of Year	<u>660,159</u>	<u>190,068</u>	<u>850,227</u>
Net Assets, End of Year	<u>\$ 618,430</u>	<u>\$ 185,494</u>	<u>\$ 803,924</u>

**St. Louis Shakespeare Festival
Statement of Functional Expenses
Year Ended September 30, 2020**

	Program Services				Supporting Activities			Total Expenses	
	Shakespeare in the Park	Shakespeare in the Streets	Education	New Works	Total	Management and General	Fundraising		Total
Salaries and wages	\$ 140,625	\$ 27,753	\$ 105,617	\$ 197,498	\$ 471,493	\$ 88,005	\$ 142,083	\$ 230,088	\$ 701,581
Payroll taxes and benefits	15,418	4,555	19,062	32,576	71,611	17,529	26,280	43,809	115,420
Marketing and communications	5,870	73	971	10,913	17,827	7,735	56,863	64,598	82,425
Outside professional services	-	-	-	-	-	30,836	-	30,836	30,836
Space rental	1,273	-	1,100	8,376	10,749	33,830	-	33,830	44,579
General and administrative	-	3,616	2,337	1,401	7,354	44,895	6,712	51,607	58,961
Production - lights and sound	1,264	-	14	19,404	20,682	-	-	-	20,682
Production - set, props, and costumes	11,447	-	5,617	9,978	27,042	-	-	-	27,042
Production - site	10,796	-	1,036	2,760	14,592	-	-	-	14,592
Production - artistic	13,930	417	1,368	20,012	35,727	-	-	-	35,727
Production - events	750	-	228	4,167	5,145	-	1,992	1,992	7,137
Production - other	-	-	17	434	451	-	-	-	451
Total Expenses Before Bad-Debt, In-Kind, and Depreciation and Amortization	201,373	36,414	137,367	307,519	682,673	222,830	233,930	456,760	1,139,433
Bad-debt expense	-	-	-	-	-	10,403	-	10,403	10,403
In-kind expense	-	-	-	-	-	-	6,608	6,608	6,608
Depreciation and amortization	38,844	-	4,344	-	43,188	1,608	-	1,608	44,796
Total Bad-Debt, In-Kind, and Depreciation and Amortization Expense	38,844	-	4,344	-	43,188	12,011	6,608	18,619	61,807
Total Expenses	\$ 240,217	\$ 36,414	\$ 141,711	\$ 307,519	\$ 725,861	\$ 234,841	\$ 240,538	\$ 475,379	\$ 1,201,240
Percent of Total	20.00 %	3.03 %	11.80 %	25.60 %	60.43 %	19.55 %	20.02 %	39.57 %	100.00 %

**St. Louis Shakespeare Festival
Statements of Cash Flows
Years Ended September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash Flows From Operating Activities		
Change in net assets	\$ 45,016	\$ (46,303)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	43,907	44,796
Forgiveness of Paycheck Protection Program loans	(180,850)	-
(Increase) decrease in assets:		
Accounts receivable, net	6,269	3,701
Unconditional promises to give, net	(194,359)	169,425
Inventory	35	49
Prepaid expenses and other current assets	5,583	15,848
Increase (decrease) in liabilities:		
Accounts payable	83,892	(113,802)
Accrued expenses and other current liabilities	5,038	(17,175)
Deferred revenue	<u>(1,525)</u>	<u>(2,075)</u>
Net Cash Provided by (Used in) Operating Activities	<u>(186,994)</u>	<u>54,464</u>
Cash Flows From Investing Activities		
Purchases of property and equipment	(44,115)	(2,762)
Certificates of deposit reinvested interest	<u>(119)</u>	<u>(155)</u>
Net Cash Used in Investing Activities	<u>(44,234)</u>	<u>(2,917)</u>
Cash Flows From Financing Activities		
Proceeds from Paycheck Protection Program loans	<u>104,650</u>	<u>76,200</u>
Net Cash Provided by Financing Activities	<u>104,650</u>	<u>76,200</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(126,578)	127,747
Cash and Cash Equivalents, Beginning of Year	<u>221,017</u>	<u>93,270</u>
Cash and Cash Equivalents, End of Year	<u>\$ 94,439</u>	<u>\$ 221,017</u>
Supplemental Disclosures of Cash Flow Information		
Cash paid for Interest	\$ 603	\$ 1,981

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

1. Nature of Operations and Basis of Presentation

Organization

St. Louis Shakespeare Festival (the "Organization") is a not-for-profit organization established in December 1999, that produces a free spring Shakespeare Festival in Shakespeare Glen, Forest Park, St. Louis, Missouri. The Organization presents a scheduled season of performances and various educational activities at the Shakespeare Festival, area schools, and community venues throughout the year.

Description of Program Services

Shakespeare in the Park

The Organization produces an annual spring Shakespeare Festival held in Shakespeare Glen, Forest Park, in St. Louis, Missouri.

Shakespeare in the Streets

The Organization invites St. Louis neighborhoods to tell their stories. An Organization-selected creative team leads the neighborhood in developing an original play based on one of Shakespeare's works – a play with themes that reflect the community's character.

Education

The Organization provides education programs, educational pre-performance Green Shows and a community outreach program to broaden the audience for Shakespeare in particular and theater in general for the greater metropolitan St. Louis area including Illinois.

New Works

The Organization is committed to the development and production of new works that elevate Midwest artists and voices to the national conversation, while engaging with new audiences and reaching under-served communities in the St. Louis metro region.

The Confluence Regional Writers Project was developed in 2018. The goal is to further foster a regional culture of playwriting by providing support and inspiration to emerging playwrights in St. Louis and its radiating regions through a Playwriting Fellowship, an Emerging Playwrights Cohort, and new plays commissioned and developed by the Organization.

ABT Across America

The Organization and several community sponsors hosted two performances by the American Ballet Theater ("ABT") as part of a cross-country road trip that travels to various U.S. cities during the summer.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the provisions of the Financial Accounting Standards Board ("FASB"), Accounting Standards Codification (the "FASB ASC"), which is the source of authoritative, non-governmental accounting principles generally accepted in the United States of America ("GAAP"). All references to authoritative accounting guidance contained in our disclosures are based on the general accounting topics within the FASB ASC.

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified into two categories of net assets, as applicable, and reported as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that may be satisfied by specific activities or the passage of time, or are required to be maintained in perpetuity by the Organization.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value Measurements

The Organization follows guidance issued by the FASB on fair value measurements, which establishes a framework for measuring fair value, clarifies the definition of fair value within that framework, and expands disclosures about the use of fair value measurements. This guidance applies whenever fair value is the applicable measurement. The three general valuation techniques used to measure fair value are the market approach, cost approach, and income approach.

Cash and Cash Equivalents

The Organization considers all short-term investments with an original maturity of three months or less at the time of purchase to be cash and cash equivalents.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Accounts Receivable

Accounts receivable, including billed accounts and unbilled accounts for which the unconditional right to payment exists, are recognized when the right to consideration is unconditional and subject only to the passage of time. Accounts receivable are due under normal trade terms. Changes in the estimate of uncollectible amounts are recorded as those circumstances become known and recognized as bad debt expense in the statements of activities.

The Organization provides an allowance for doubtful accounts equal to the estimated losses that will be incurred in the collection of accounts receivable, if any. When necessary, this estimate is based on historical experience coupled with a review of the current status of existing receivables. The allowance and associated accounts receivable are reduced when the receivables are determined to be uncollectible. The allowance for doubtful accounts totaled \$275 and \$5,328 as of September 30, 2021 and 2020, respectively.

Unconditional Promises to Give

Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value using risk-free interest rates applicable to the years in which the promises are to be received.

The Organization provides an allowance for doubtful promises to give equal to the estimated losses that will be incurred in the collection of unconditional promises to give. This estimate is based on historical experience coupled with a review of the current status of existing promises. The allowance and associated promises are reduced when the promises are determined to be uncollectible. The allowance for doubtful promises to give totaled \$600 and \$5,075 as of September 30, 2021 and 2020, respectively.

Inventory

Inventory consists of retail merchandise, and is stated at the lower of cost or net realizable value. Cost is determined by the first-in, first out (FIFO) method and net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation.

Property and Equipment

Property and equipment acquisitions with a life of 3 years or greater and a cost in excess of \$2,000 are capitalized and recorded at cost, while maintenance and repairs are expensed as incurred. Donated assets are recorded at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose or period of time. When assets are sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss arising from such disposition is included as income or expense in the year of disposition.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the life of the related asset or the term of the lease.

The estimated lives for computing depreciation and amortization on property and equipment are:

<u>Classification</u>	<u>Years</u>
Leasehold improvements	15
Site improvements	25
Autos and trucks	10
Office equipment	3-5
Machinery and equipment	3-5

The Organization evaluates whether events and circumstances have occurred that indicate the remaining estimated useful life of long lived assets warrant revision or that the remaining balance of an asset may not be recoverable. The measurement of possible impairment is based on the ability to recover the balance of assets from expected operating cash flow on an undiscounted basis. Management believes no such impairment exists at September 30, 2021 or 2020.

Deferred Revenue

Deferred revenue consists of payments received for program fees. These payments will be recognized as income in the period in which they are earned.

Support and Revenue

Contributions are recorded as received and unconditional promises to give are recorded as the promise is made. All contributions are available for use unless specifically restricted by the donor. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Contributions with donor restrictions in which the restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Revenues from sales of tickets, merchandise, concessions, and other items at the festival and certain education program fees are recognized when earned. Sales are recognized when control of these products is transferred to the customer or the service is provided to the customer, in an amount that reflects the consideration the Organization expects to be entitled to in exchange for those products and services. The Organization does not have any financing components as payment is received at the point of sale. Costs incurred to obtain a contract are expensed as incurred when the amortization period is less than one year.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Donated Materials and Services (In Kind)

Donated noncash assets are recorded as contributions at their fair values at the date of donation. The estimated fair values of donated services was approximately \$6,600 for the year ended September 30, 2020. There were no donated noncash assets for the year ended September 30, 2021.

Donated services are recognized as contributions if the services create or enhance nonfinancial assets or require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria were not met.

Functional Expense Allocation

The costs of program services and supporting activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs totaled \$75,315 and \$82,425 for the years ended September 30, 2021 and 2020, respectively.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (the "Code"), except on net income derived from unrelated business activities as defined in the Code. Accordingly, the Organization files as a tax exempt organization.

The Organization follows **guidance** issued by the **FASB** on accounting for income taxes and has evaluated its tax **positions**, expiring **statutes** of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings, and believes that no provision for income taxes is necessary to cover any uncertain tax positions. The Organization's returns for tax years 2017 and later remain subject to examination by taxing authorities.

Reclassifications

Certain amounts in the 2020 financial statements have been reclassified to conform to the current year presentation.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Subsequent Events

The Organization has evaluated subsequent events through January 11, 2022, the date the financial statements were available to be issued.

Recent Accounting Pronouncements

Leases

The FASB has issued new guidance on the recognition of lease assets and lease liabilities by lessees for those leases previously classified as operating leases. The guidance requires a lessee to recognize in the statement of financial position a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for the lease term. When measuring assets and liabilities arising from a lease, a lessee (and a lessor) should include payments to be made in optional periods only if the lessee is reasonably certain to exercise an option to extend the lease or not to exercise an option to terminate the lease. Similarly, optional payments to purchase the underlying asset should be included in the measurement of lease assets and lease liabilities only if the lessee is reasonably certain to exercise that purchase option. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes this election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee have not significantly changed from previous GAAP. There continues to be a differentiation between finance leases and operating leases. However, the principal difference from previous guidance is that the lease assets and lease liabilities arising from operating leases should be recognized in the statement of financial position. The guidance will be required for the first fiscal year beginning after December 15, 2021. Based on a preliminary analysis, the Organization expects the new guidance to have a significant impact on its financial statements.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

In-Kind Donations

The FASB has issued ASU 2020-07 *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The new guidance requires organizations to present contributed nonfinancial assets (gifts "in-kind") as a separate line item on the statement of activities. The new guidance also requires enhanced disclosures to include a disaggregation of the total amount of contributed nonfinancial assets recognized within the statement of activities by category. For each such category, the disclosures should include 1) qualitative information about whether the contributed nonfinancial assets were either "monetized" (sold or held for sale) or "utilized" (used) during the reporting period. If utilized, the Organization is required to disclose a description of the programs or activities in which the contributed assets were used, 2) the Organization's policy (if any) about monetizing rather than utilizing contributed nonfinancial assets, 3) a description of any donor-imposed restrictions associated with the contributed nonfinancial assets, 4) a description of the valuation techniques and inputs used to arrive at a fair value measurement, in accordance with Topic 820, Fair Value Measurement, and 5) the principal market used to arrive at a fair value measurement if it is a market in which the recipient organization is prohibited by a donor-imposed restriction from selling or using the contributed nonfinancial asset. The guidance will be effective for annual financial statements issued for fiscal years beginning after June 15, 2021. Based on a preliminary analysis, the Organization does not expect this new guidance to have a significant impact on its financial statements.

3. Contract Assets and Liabilities

Balances from contracts with customers, at September 30, are as follows:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Receivables included in accounts receivable, net	\$ -	\$ 6,269	\$ 9,970
Deferred revenue	-	1,525	3,600

4. Unconditional Promises to Give

Unconditional promises to give at September 30, are as follows:

	<u>2021</u>	<u>2020</u>
Less than one year	\$ 298,683	\$ 164,324
One to five years	<u>85,000</u>	<u>25,000</u>
	<u>\$ 383,683</u>	<u>\$ 189,324</u>

The Organization has determined that a discount to net present value is not required at September 30, 2021 or 2020.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

5. Property and Equipment

Property and equipment at September 30, is as follows:

	2021	2020
Leasehold improvements	\$ 22,818	\$ 6,195
Site improvements	609,452	609,452
Autos and trucks	43,482	43,482
Office equipment	176,243	154,946
Machinery and equipment	78,040	78,040
	930,035	892,115
Less accumulated depreciation and amortization	542,213	504,501
	\$ 387,822	\$ 387,614

Depreciation and amortization expense for the years ended September 30, 2021 and 2020 totaled \$43,907 and \$44,796, respectively.

6. Line of Credit

The Organization has a line of credit agreement (the "Agreement") of \$50,000 scheduled to mature in February 2026. Borrowings are charged at a variable interest rate based on the bank's prime rate (3.25 percent at September 30, 2021) and are secured by the Organization's cash and cash equivalents held at the same bank. The Organization is subject to certain restrictions and covenants as defined in the Agreement. The Organization has no outstanding borrowings under the Agreement at September 30, 2021 or 2020.

7. CARES Act Funding

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was enacted in response to the COVID-19 pandemic. The CARES Act, among other things, provided Employee Retention Credits ("ERCs") to domestic businesses and organizations. These ERCs are refundable tax credits that can be taken against employment taxes and applied to qualified wages. For the year ended, September 30, 2021, the ERCs totaled \$56,970 and are included in other income in the accompanying statements of activities.

The Organization received a loan from UMB Bank in the amount of \$76,200 under the Paycheck Protection Program established by the CARES Act. The loan was initially subject to a note dated April 7, 2020 and may be forgiven to the extent proceeds of the loan are used for eligible expenditures such as payroll and other expenses described in the CARES Act. The Organization applied for and has been notified that \$76,200 in eligible expenditures for payroll and other expenses described in the CARES Act has been forgiven during the year ended September 30, 2021. The loan forgiveness is reported in government contributions in the accompanying statements of activities.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

The Organization received a second draw on the loan from UMB Bank in the amount of \$104,650 under the Paycheck Protection Program established by the CARES Act. The loan was initially subject to a note dated January 25, 2021 and may be forgiven to the extent proceeds of the loan are used for eligible expenditures such as payroll and other expenses described in the CARES Act. The Organization applied for and has been notified that \$104,650 in eligible expenditures for payroll and other expenses described in the CARES Act has been forgiven during the year ended September 30, 2021. The loan forgiveness is reported in government contributions accompanying statements of activities.

8. Liquidity and Availability of Financial Assets

The following reflects the Organization's financial assets as of September 30, reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions or internal designations.

	2021	2020
Cash and cash equivalents	\$ 94,439	\$ 221,017
Accounts receivable, net	-	6,269
Certificates of deposit	56,767	56,648
Promises to give, net	383,683	189,324
Contractual or donor-imposed restrictions:		
Donor restrictions	(250,494)	(185,494)
Financial Assets Available to Meet Cash Needs for Expenditures Within One Year	\$ 284,395	\$ 287,764

The Organization's support and revenue is comprised of contributions from corporations, individuals, foundations, grants from government agencies, special event revenues, concession and souvenir sales at the Shakespeare Festival, education program revenue and investment income. As part of their liquidity management plan, the Organization invests cash in excess of daily requirements, when available, in certificates of deposit.

9. Net Assets With Donor Restrictions

Net assets with donor restrictions at September 30, are restricted for the following purposes or periods:

	2021	2020
Purpose restricted - for specific programs	\$ -	\$ 70,000
Subject to passage of time	250,494	115,494
	\$ 250,494	\$ 185,494

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Net assets released from restrictions for the years ended September 30, are as follows:

	2021	2020
Purpose restricted - for specific programs	\$ 70,000	\$ 54,727
Released from restrictions of time	55,153	123,500
	\$ 125,153	\$ 178,227

10. Collective Bargaining Agreements

Certain portions of the Organization's seasonal workforce are covered under collective bargaining agreements with the Actors Equity Association, the United Scenic Artists, and/or the St. Louis Theatrical Brotherhood (the "Union Agreements"). These Union Agreements expire at various dates through April 2022.

11. Retirement Plans

The Organization maintains a contributory retirement savings plan under Section 401(k) of the Code covering substantially all employees who meet certain eligibility requirements. Employer contributions to the plan totaled \$395 for the year ended September 30, 2020. There were no contributions made for the year ended September 30, 2021.

The Organization also contributes to one multiemployer defined benefit pension plan under the terms of collective-bargaining agreements that cover its union employees. The risk of participating in U.S. multiemployer pension plans is different from single-employer pension plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits of employment to other participating employers.
- If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If the Organization stops participating in some of its multiemployer pension plans, it may be required to make payments to the plan for its proportionate share of the multiemployer plan's unfunded vested liabilities.

The PPA zone status column ranks the funded status of multiemployer pension plans depending upon a plan's current and projected funding and is based on information the Organization received from the plan and is certified by the plan's actuary. The most recent PPA zone status available for the years ended September 30, 2021 and 2020 is for the plan's year-end at 2020 and 2019, respectively. Among other factors, a plan is in the red zone if it has a current funded percentage less than 65 percent, in the yellow zone if it has a current funded percentage between 65 - 80 percent, or projects a credit balance deficit within seven years, and a plan is in the green zone if it has a current funded percentage greater than 80 percent and does not have a projected credit balance deficit within seven years. The Organization's participation in this plan for the years ended September 30, 2021 and 2020 is as follows:

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Pension Zone Status		FIP/RP Status Pending / Implemented	Entity Contributions		Surcharge Imposed	Expiration Date
		2020	2019		2021	2020		
Equity-League Pension Trust Fund	13-6696817	Green	Green	N/A	\$ 8,522	\$ 1,956	No	N/A

The Organization also contributes to other union-sponsored plans. Benefit provisions are contained in the plan documents. Employer contributions to all plans totaled \$66,759 and \$13,922 for the years ended September 30, 2021 and 2020, respectively.

12. Risks and Uncertainties

Concentrations

Contributions from one donor were approximately 18 percent of the Organization's contributions during the year ended September 30, 2021. Unconditional promises to give from one donor were approximately 47 percent of the Organization's unconditional promises to give at September 30, 2021. There were no donor concentrations for the year ended September 30, 2020.

Concentration of Credit Risk

Financial instruments, which potentially subject the Organization to concentrations of credit risk, consist principally of cash and cash equivalents, promises to give, accounts receivable, and certificates of deposit. The Organization maintains its cash primarily with two financial institutions. Deposits at these banks are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. At September 30, 2021, there were no cash balances in excess of federally insured limits at the banks. The Organization performs ongoing credit evaluations of its customers and maintains allowances, as needed, for potential credit losses. Although the Organization is directly affected by the financial stability of its customer base, management does not believe significant credit risk exists at September 30, 2021.

**St. Louis Shakespeare Festival
Notes to Financial Statements
September 30, 2021 and 2020**

13. Commitments and Contingencies

Leases

The Organization leases office space under noncancellable operating leases. Future minimum lease payments at September 30, 2021, are as follows:

<u>Years Ending September 30,</u>	
2022	\$ 57,316
2023	56,037
2024	58,005
2025	60,905
2026	47,371
	<u>\$ 279,634</u>

Rent expense related to operating leases for the years ended September 30, 2021 and 2020 totaled \$55,101 and \$33,830, respectively.

Letters of Credit

The Organization establishes letters of credit at certain times during the year, which guarantees payment of certain union benefits. No amounts had been drawn with respect to the \$24,158 letters of credit for each of the years ended September 30, 2021 and 2020.



VERIFICATION OFFICIAL WITH CONTRACTING AUTHORITY FOR THE ORGANIZATION

I HEREBY CERTIFY that I have read the foregoing application and that the facts stated herein are true and correct to the best of my knowledge and belief. I have read the Special Event Policies and Procedures and agree to comply with the policies and procedures therein as a condition of receiving grant funds.

Official's Signature: _____

Official's Name & Title (Typed): _____

ON This _____ day of, 20____, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared _____, to me known to be the person named in and who executed the foregoing document.

Notary Public: _____

My Commission Expires: _____

CONTACT PERSON AS LISTED ON PAGE ONE OF APPLICATION

I HEREBY CERTIFY that I have read the foregoing application and that the facts stated herein are true and correct to the best of my knowledge and belief. I have read the Special Event Policies and Procedures and agree to comply with the policies and procedures therein as a condition of receiving grant funds.

Official's Signature: _____

Official's Name & Title (Typed): _____

ON This _____ day of, 20____, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared _____, to me known to be the person named in and who executed the foregoing document.

Notary Public: _____

My Commission Expires: _____



VERIFICATION OFFICIAL WITH CONTRACTING AUTHORITY FOR THE ORGANIZATION

I HEREBY CERTIFY that I have read the foregoing application and that the facts stated herein are true and correct to the best of my knowledge and belief. I have read the Special Event Policies and Procedures and agree to comply with the policies and procedures therein as a condition of receiving grant funds.

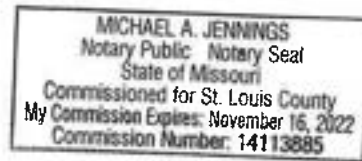
Official's Signature: [Handwritten Signature]

Official's Name & Title (Typed): TOBI REZEK, DEVELOPMENT MANAGER

ON This 26th day of, 2022, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared VICTORIA REZEK, to me known to be the person named in and who executed the foregoing document.

Notary Public: [Handwritten Signature]

My Commission Expires: 11-16-2022



CONTACT PERSON AS LISTED ON PAGE ONE OF APPLICATION

I HEREBY CERTIFY that I have read the foregoing application and that the facts stated herein are true and correct to the best of my knowledge and belief. I have read the Special Event Policies and Procedures and agree to comply with the policies and procedures therein as a condition of receiving grant funds.

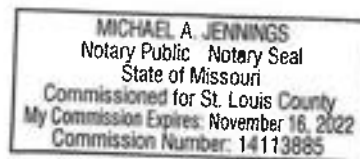
Official's Signature: [Handwritten Signature]

Official's Name & Title (Typed): TOBI REZEK, DEVELOPMENT MANAGER

ON This 26th day of, 2022, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared VICTORIA REZEK, to me known to be the person named in and who executed the foregoing document.

Notary Public: [Handwritten Signature]

My Commission Expires: 11-16-2022



CINCINNATI OH 45999-0038

In reply refer to: 0256439177
Nov. 19, 2020 LTR 4168C 0
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ST LOUIS SHAKESPEARE FESTIVAL
% THOMAS E RIDGELY
5715 ELIZABETH AVE
SAINT LOUIS MO 63110

Employer ID number: 43-1815139
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Nov. 12, 2020, about your tax-exempt status.

We issued you a determination letter in December, 1999, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

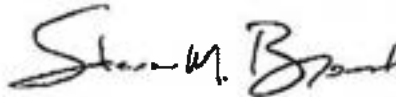
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ST LOUIS SHAKESPEARE FESTIVAL
% THOMAS E RIDGELY
5715 ELIZABETH AVE
SAINT LOUIS MO 63110

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Steve M. Brown, Operations Manager
Operations 3-CIN

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is dated as of April 20, 2022 between **The Grove Community Improvement District**, a community improvement district and political subdivision of the State of Missouri (the "CID"), and **Anthony Trotter Building Maintenance (ATBM)**, a limited liability corporation ("Service Provider").

WHEREAS, subject to the terms and conditions of this Agreement, the CID desires to retain Service Provider to provide certain services to the CID, as hereinafter further described, and Service Provider desires to provide certain services to the CID on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services. Beginning on the date of this Agreement, the Service Provider shall provide or cause to be provided to the CID the following services: **Street Cleaning and Maintenance Services**, all of which are more particularly described on the attached Exhibit A, which is attached hereto and made a part hereof (the "Services"). Service Provider shall provide such Services in accordance with the terms of this Agreement and in accordance with the attached Exhibit A.
2. Fee. The CID shall pay to the Service Provider a fee in the amount of **\$47,000** (the "Fee"). The payment of the Fee shall be made in accordance with written invoices submitted by Service Provider detailing the work performed, the person or persons performing the work, the detailed fee and costs thereof, and otherwise in accordance with the terms attached hereto as Exhibit A. Notwithstanding anything to the contrary contained herein, the Service Provider shall submit no more than one invoice per month. The CID shall remit payment to the Service Provider within thirty (30) days after receipt of the written invoice.
3. Term. The initial term of this Agreement shall be for a period from July 1, 2022 to June 30, 2024. Either party hereto may terminate this Agreement upon thirty (60) days prior written notice to the other party hereto; provided that, a party may terminate this Agreement effective immediately if the other party has materially breached its obligation under this Agreement. Sections 4 of this Agreement shall survive the termination of this Agreement.
4. Indemnification. The Service Provider will indemnify, defend, and hold harmless the CID and its directors, employees, agents, representatives and affiliates (each being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities to which such Indemnified Party may become subject under any applicable federal or state law, any claim made by any third party or otherwise, relating to or arising out of the engagement of Service Provider, pursuant to, and the performance by Service

Provider of the services contemplated by, this Agreement, and the will reimburse any Indemnified Party for all reasonable costs and expenses (including attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party hereto.

5. Insurance. Service Provider will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- a. Employer's Liability. Employer's liability insurance with a limit of not less than \$1,000,000;
- b. Automobile. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicle owned, leased or rented by the Service Provider; and
- c. General Liability. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$1,000,000 combined single limit per occurrence.

The Service Provider shall furnish the CID with certificates evidencing such insurance coverage, listing the CID as an additional insured and providing a waiver of subrogation. Service Provider shall require that any of its agents, representing consultants, or any party engaged by Service Provider in connection with this Agreement maintain insurance policies consistent with the terms set forth in this Agreement. The insurance policies set forth in this Section 5 shall not be cancelled or expire without at least sixty (60) days written notice to the CID.

6. Independent Contractor Status. Service Provider shall be deemed to be an independent contractor and shall have no authority to act for, bind or represent the CID.

7. Binding Effect: Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement may not be transferred or assigned by the Service Provider without the prior written consent of the CID.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes any earlier agreement with respect to the subject matter hereof. This Agreement may be amended or modified, or any provisions hereof may be waived, provided that such amendment or waiver is set forth in a writing executed by the parties. The CID shall not be bound by any statement, agreements or representations not specifically set forth herein, unless the same be reduced to writing and signed by the CID and the Service Provider.

9. Additional Services. Cleanup of additional debris from car break-ins, acts of vandalism, auto accidents and/or special events which require additional manpower hours to clean up will incur additional charge according to amount of work performed. Pictures will be provided.

Exhibit A

Proposal

Cost of Services (per occurrence)

\$150 STREET CLEANING: Remove litter along Manchester and side streets up to the alley

\$100 SUMMER STREET CLEANING: Remove litter along Manchester and side streets up to alley

\$75 TRASH REMOVAL: Remove and dispose of trash from cans along Manchester and replace with new bags as needed

\$500 WEED ABATEMENT: Will spray for weeds in attempt to control weeds

Schedule of Services

Service	Occurrence	Months	Cost
STREET CLEANING	Mon., Wed. Fri. & Sat.	July-June	\$23,400.00
SUMMER STREET CLEANING	Wed.	April-Sept.	\$2,600.00
PARKING LOT CLEANING	2X Week	July-June	\$7,800.00
TRASH REMOVAL	Mon. & Fri.	July-June	\$7,800.00
WEED ABATEMENT	As Needed	April-Sept.	\$3,000.00
WATERING	2X Week	June-August	\$2,400.00

ANNUAL TOTAL	\$47,000.00
---------------------	--------------------

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth above.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Anthony Trotter Building Maintenance (ATBM)

By: _____

Name: Anthony Trotter _____

Title: Owner _____

Zimmerman Electric (J. Zimmerman LLC)

8301 Crest Industrial Drive • Affton, MO 63123 • 314-351-2221

Lighting Maintenance Agreement

Service Agreement is as follows:

- 1.) Zimmerman Electric will come to "The Grove" located at 4512 Manchester Ave St. Louis, MO 63110 two (2) times per calendar year, on a mutually agreed upon date and time in order to evaluate the lighting. This includes the Ball Lights that stretch across Manchester and the two (2) Grove Lights. The total cost for the two (2) inspections will be \$4,830.00.
- 2.) During inspections one lane of traffic will need to be closed for Zimmerman Electric's Bucket Truck. Any repairs needed to be made by Zimmerman Electric will be completed at the time of inspection, given they are minor at the following rates:
 - Normal Business Hours/Non-Emergency:
\$125.00 per person per hour + Material.
 - After Hours and/or Emergency:
\$250.00 per person per hour + Material.

The above Agreement, made and entered into this _____ day of _____ 2022, by and between J. Zimmerman LLC DBA Zimmerman Electric and The Park Central Development aka The Grove whose address is _____.

The above prices, specifications and conditions are satisfactory and hereby accepted.

Zimmerman Electric:

The Grove:

Joseph Zimmerman
President

Date: _____

Authorized Signature
Title: _____

Date: _____

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of July 01, 2022, by and between Drury Services, LLC of 4512 Manchester, Suite 100, St. Louis, Missouri 63110 (the "Recipient"), and Drury Services, LLC of 4393 Austin Pass Drive, St. Charles, Missouri 63304 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on July 01, 2022, Drury Services, LLC will provide to Drury Services, LLC the following services (collectively, the "Services"):

Planter planted with Annuals: \$1375

Mulch in dyed brown or black forest color: (20 yards @ \$75/yard) - \$1500.00

Landscape Maintenance - two visits @\$1775/visit, \$3550

2. PAYMENT. Drury Services, LLC agrees to pay Drury Services, LLC as follows:

Payment due within ten days after service is completed.

In addition to any other right or remedy provided by law, if Drury Services, LLC fails to pay for the Services when due, Drury Services, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically on 07-01-2023.

4. WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. ATTORNEYS' FEES AND COLLECTION COSTS. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 45 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds

that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Missouri.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
Drury Services, LLC

By: _____
The Grove Community Improvement District

Date: _____

Service Provider:
Drury Services, LLC

By: Elizabeth S. Law Date: 4/19/22
Member, Drury Services, LLC

Grove - Sales and Use Tax

FY	July	August	September	October	November	December
FY 2018	32,355.38	9,987.12	24,594.75	22,776.40	12,833.91	28,277.15
FY 2019	37,274.58	17,223.76	37,281.70	17,927.86	16,705.52	26,648.55
FY 2020	23,762.11	16,924.46	38,249.86	20,824.83	21,676.55	26,258.19
FY 2021	28,953.18	15,705.76	33,385.54	24,915.04	23,394.83	24,164.94
FY 2022	66,036.80	23,068.71	42,231.24	31,101.27	21,789.72	32,721.26

January	February	March	April	May	June	Total
16,979.53	17,820.40	26,742.82	18,146.08	11,731.98	26,711.66	248,957.18
22,172.16	15,185.38	30,493.85	25,429.24	16,629.89	31,561.87	294,534.36
35,398.18	19,677.60	34,662.08	24,743.73	16,468.26	29,091.99	307,737.84
20,437.84	8,029.15	28,182.89	18,306.98	9,463.80	36,017.74	270,957.69
26,860.37	25,496.62	32,835.61	29,327.53			331,469.13

Grove - Special Assessments	
FY 2018	93,324.84
FY 2019	99,717.00
FY 2020	97,088.61
FY 2021	112,458.08
FY 2022	108,613.67

The following charts show a breakdown of FY sales tax by business type.

- Bars/Late Night Entertainment - lounges, cabarets, bars, etc.
- Restaurants - daytime and nighttime
- Retail - shops and salons
- Misc. Public Facing - includes businesses like gas stations, markets, auto services, etc.
- Misc. NonPublic Facing - includes businesses not seen by visiting patrons, such as data management, television providers, airbnbs, etc.

Sales Tax Breakdown - FY 2018

Misc. (Non Public)

3.7%

Misc. (Public Facing)

22.2%

Restaurant

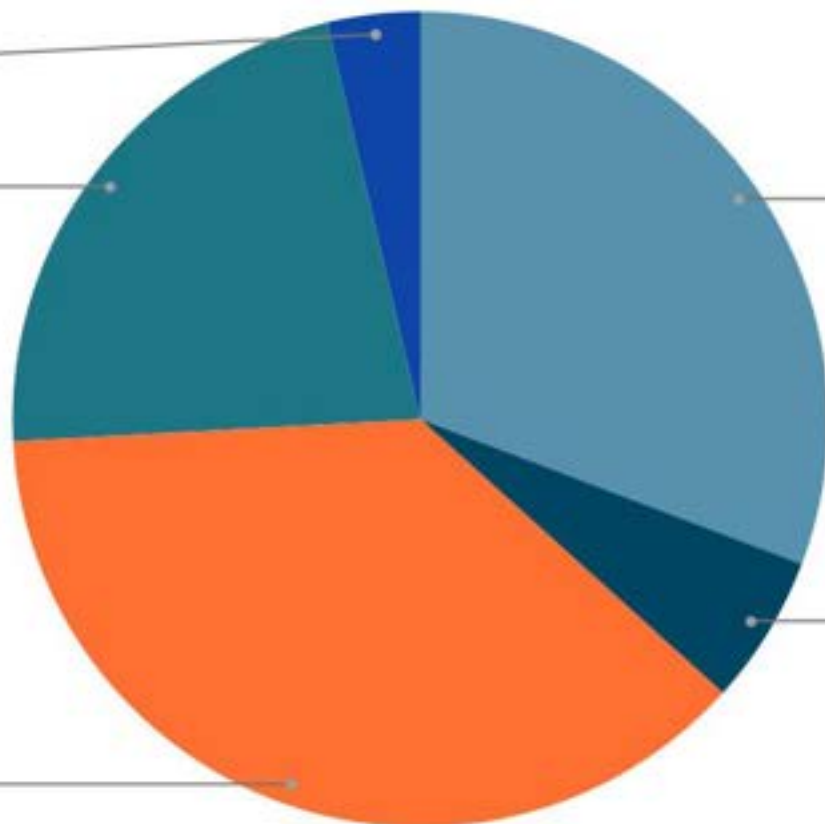
37.4%

Bar/Late Night

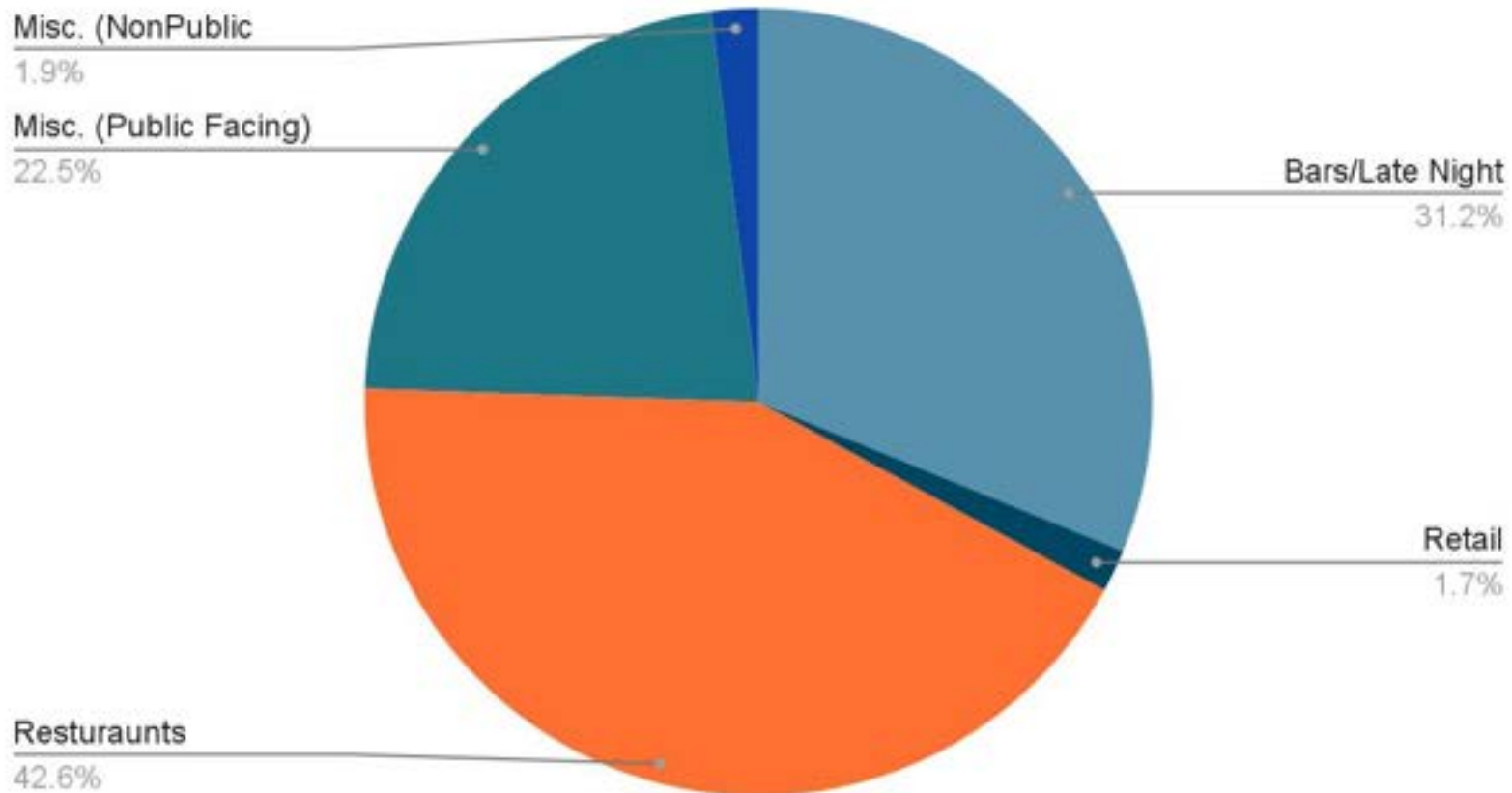
30.8%

Retail

5.9%



Sales Tax Breakdown - FY 2019



Sales Tax Breakdown - FY 2020

Misc (Non Public)

1.2%

Misc (Public Facing)

18.3%

Bars/Late Night

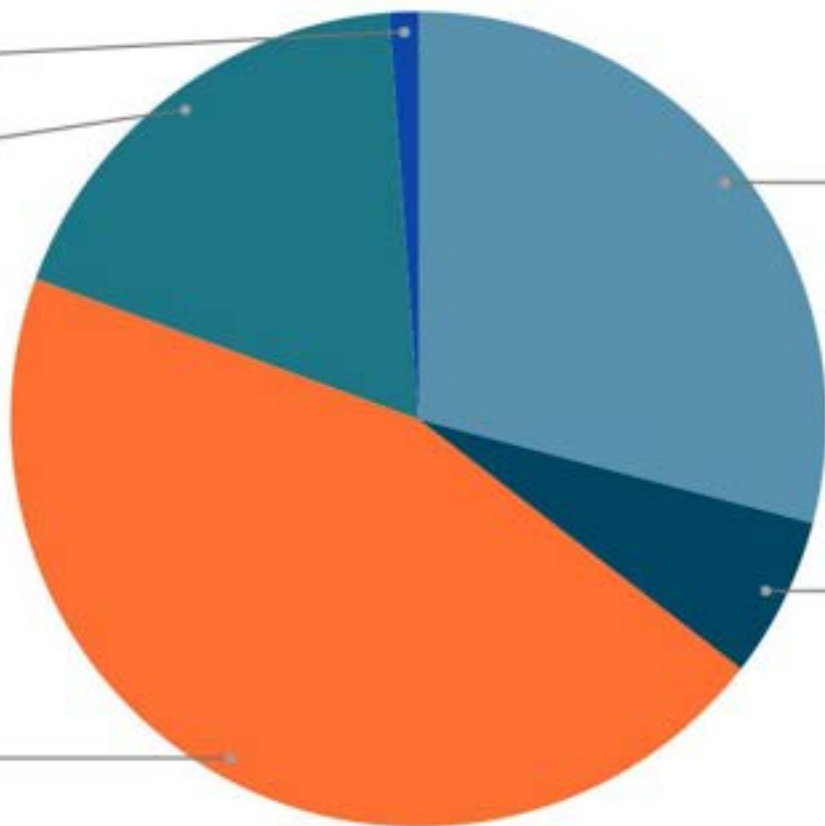
29.1%

Retail

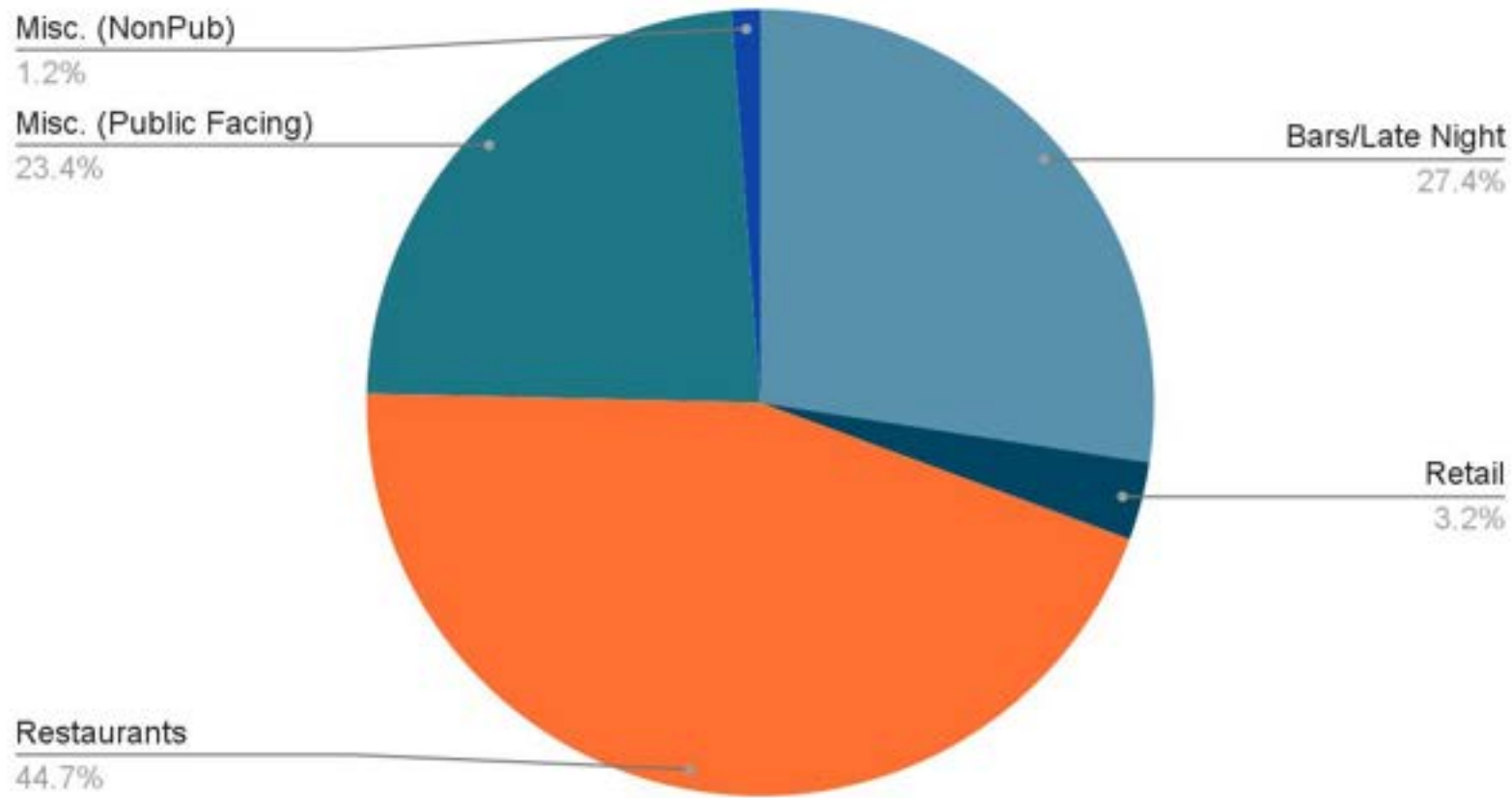
6.4%

Restaurants

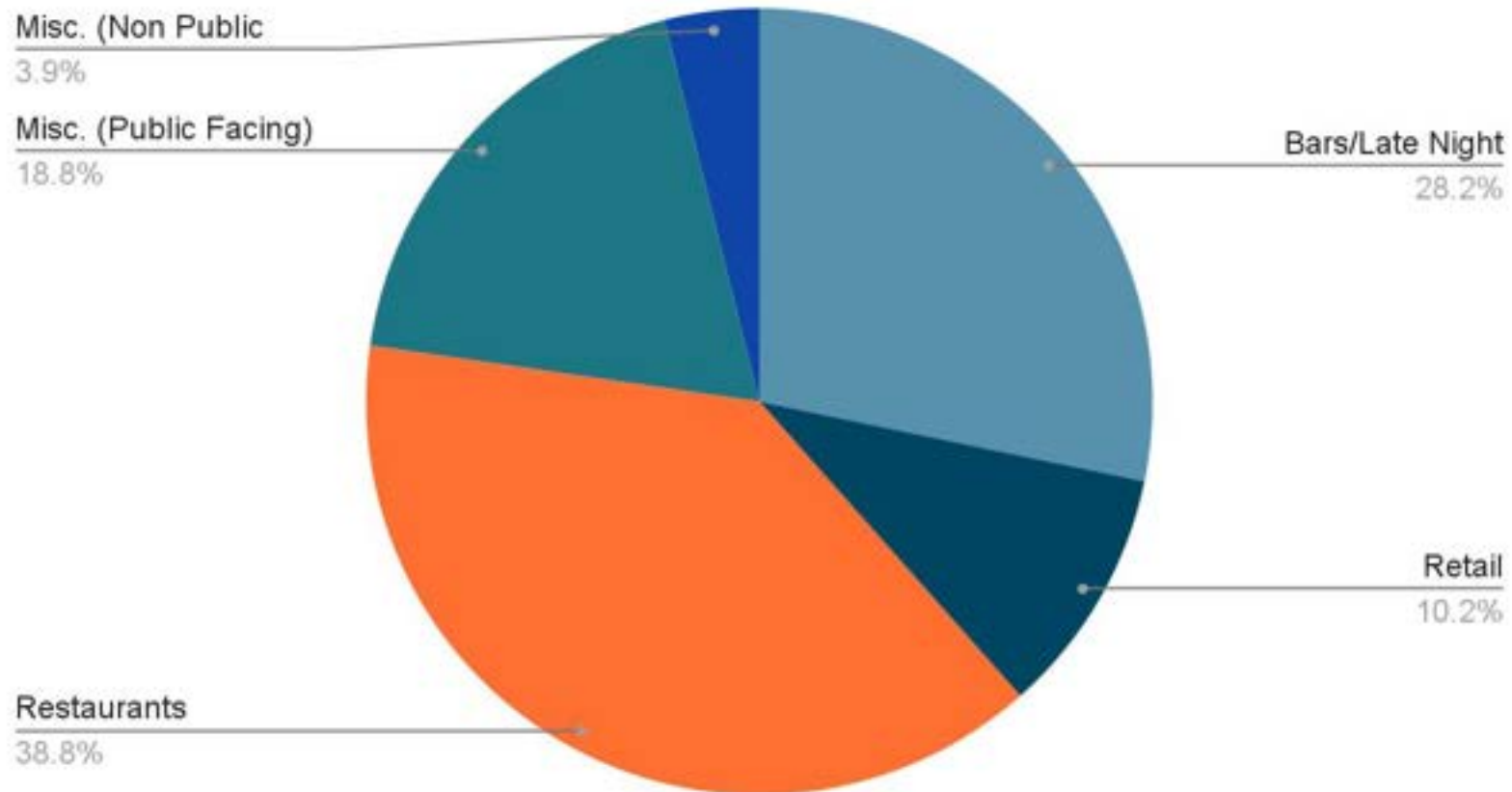
45.1%



Sales Tax Breakdown - FY 2021



Sales Tax Breakdown - FY 2022



Finance Committee

Report on Sales Tax Collections

- Collected from the Missouri Department of Revenue
- Below is your recent account history. This months and year-to-date distribution was compared with the same month in prior years.

ACCOUNT HISTORY				
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Variance ('21 to '22)</u>
<u>March*</u>	\$24,744	\$18,307	\$29,328	\$11,021
<u>YTD</u>	\$114,482	\$83,923	\$114,520	\$30,597

*March taxes were deposited in April 2022

Marketing Committee

- Contract **Approvals:**
 - Explore St. Louis
- Planning a strategic planning meeting to discuss the following:
 - Marketing Committee vision and goals for the district
 - District events and promotions

Public Service Committee

- Contract **Approval** Recommendations
 - ATBM (Street Cleaning)
 - Term: Two-Year from July 1, 2022 – June 30, 2024
 - Fee: \$47,000
 - Services

Service	Occurrence	Months	Cost
STREET CLEANING	Mon., Wed. Fri. & Sat.	July-June	\$23,400.00
SUMMER STREET CLEANING	Wed.	April-Sept.	\$2,600.00
PARKING LOT CLEANING	2X Week	July-June	\$7,800.00
TRASH REMOVAL	Mon. & Fri.	July-June	\$7,800.00
WEED ABATEMENT	As Needed	April-Sept.	\$3,000.00
WATERING	2X Week	June-August	\$2,400.00

Public Service Committee

- Contract **Approval**
 - Zimmerman Eclectic (Lighting Maintenance)
 - Term: Reviewed Annually
 - Fee: \$4,830
 - Services:
 - (2) yearly inspections of the ball lights & Grove signs
 - Repairs made at the following rates: \$125/person/hr. + material (non-emergent) & \$250/person/hr. (emergent)
- Contract **Not Approved**
 - Drury (Landscaping)
 - Term: 1-Year
 - Fee: \$6,425
 - Services:
 - Planters planted with annuals \$1,375
 - Mulched trees (20 yards @\$75/Yard) \$1,500
 - Landscape Maintenance (2 visits) \$3,550

COMMITTEE RECOMMENDATIONS

- Ask businesses to sponsor a planter and do maintenance
- Operation Brightside has cleaned the trash bins. As a result, future discussion surrounding trash bin upgrades has been postpone
- Future Agenda Items:
 - Holiday Décor
 - Snow removal

Grove Sponsorship

Night Pride

Date:	June 25, 2022
Funding Request:	\$10,000
Attendees:	4,500
Event Description:	Night Pride will be where the celebration continues this Stonewall Saturday. A LGBTQIA+ centered community block party featuring live entertainment, local food and retail vendors, interactive and engaging activities, all under the stars and street lights of the Grove.
Location:	Manchester btw Kentucky Ave & Sarah St
Past Support:	First Time Event

FY 21-22 Budget: \$40,000

Total Awarded: \$58,500

*this total does *not* include the above event

Grove Sponsorship

STL Shakespeare Festival's

Date:	August 26, 2022
Funding Request:	\$5,000
Attendees:	200
Event Description:	The STL Shakspeare Festival's Touring Co brings FREE Shakespeare to 24 parks across the MO/IL bistate. A 90min show features 6 actors playing multiple roles performing in Shakespeare's original language. 2022's tour presents a new adaption of A Midsummer Night's Dream by a racially diverse team, led by Director Tre'von Griffith.
Location:	Chroma Plaza
Past Support:	First Time Event

FY 22-23 Budget: \$40,000

Grove Sponsorship

Moonlight Ramble (Bike Ride)	
Date:	August 13, 2022
Funding Request:	\$10,000
Attendees:	4,000-6,000
Event Description:	The Moonlight Ramble is a moonlit bike ride of varying length (7-18 miles) that takes place annually (58 th year) on the Saturday closest to the Full Moon in August. The event draws riders of all ages and abilities to safely enjoy riding the streets of STL traffic free while enjoying the full moon. In 2021, we started and finished the ride in the Grove and thousands came early and stayed late patronizing the bars and restaurants in the Grove.
Location:	Manchester from Tower Grove to Sarah
Past Support:	Last Year - \$5,000

FY 22-23 Budget: \$40,000